

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH,
JANUARY 10, 2013**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, January 10, 2013.

Closed Session

3:00 p.m. Property, personnel, security and litigation

Work Session

5:20 p.m. Council questions/comments

5:30 p.m. Update on new Transit AVL

P. 5 - 7

5:50 p.m. Break

Regular Meeting

6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

III PUBLIC INPUT (*Any matter of City business not scheduled on the agenda*)

IV MINUTES OF MEETINGS OF NOVEMBER 8, NOVEMBER 15, DECEMBER 6, AND DECEMBER 13, 2013

P. 8 - 53

V CONSENT AGENDA (*Items that have previously been discussed or are perceived as routine and may be approved by one motion. Listed items do not imply a predisposition for approval and may be removed by motion and discussed and acted upon under "Additional Discussion – Agenda Items"*)

1. Consideration of a Resolution establishing a regular meeting date, time, and location for meetings of the City Council of Park City, Utah for 2013

P. 54 - 61

2. Consideration of a contract with T2 Systems Inc. in the amount of \$158,000 for parking software, in a form approved by the City Attorney

P. 62 - 67

3. Consideration of authorization to the City Manager to execute a Mine Maintenance Agreement, in a form approved by the City Attorney, with Jordanelle Special Services District for a term of one year with automatic renewals to continue for five years

P. 68 - 70

VI RESIGNATIONS AND APPOINTMENTS

1. Consideration of the appointment of Mayor Pro Tem and Alternate Mayor Pro Tem

P. 54 - 61

2. Consideration of the appointment of two Council members to the Employee Transfer and Discharge Appeals Board and a member as the Alternate

P. 71 - 72

3. Consideration of the acceptance of the resignation of Judy McKie from the Historic Preservation Board P. 73

VII NEW BUSINESS (*New items with presentations and/or anticipated detailed discussions*)

1. Consideration of approving the Administrative Settlement Agreement and Order on Consent for EE/CA Investigation and Removal Action in the matter of Richardson Flat Tailings Site Operable Unit 4, aka Prospector Drain P. 74 - 184
 - (a) Public hearing
 - (b) Action
2. Consideration of an Ordinance approving the City Park Tennis Subdivision, located at 1580 Sullivan Road, Park City, Utah P. 185 - 196
 - (a) Public hearing
 - (b) Action
3. Consideration of an Ordinance approving the 481 Woodside Avenue plat amendment, Park City, Utah P. 197 - 227
 - (a) Public hearing
 - (b) Action

VIII OLD BUSINESS

- Consideration of an Ordinance approving the Red Stag Lodge Amended Condominium Plat located at 2550 Deer Valley Drive East, Park City, Utah P. 228 - 249
- (a) Public hearing
 - (b) Action

IX ADJOURNMENT

Redevelopment Agency, Municipal Building Authority, and Water Service District Meetings will convene to adopt resolutions setting regular meeting dates, time and location.

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting. Wireless internet service is available in the Marsac Building on Wednesdays and Thursdays from 4 p.m. to 9 p.m.

PARK CITY COUNCIL MEETING SUMMIT COUNTY, UTAH JANUARY 17, 2013

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will **not** hold its regularly scheduled meeting on Thursday, January 17, 2013.

Posted: 01/07/12

See: www.parkcity.org

**PARK CITY REDEVELOPMENT AGENCY
SUMMIT COUNTY, UTAH
JANUARY 10, 2013**

I ROLL CALL

II PUBLIC INPUT

III MINUTES OF MEETING OF NOVEMBER 29, 2012 P. 50

IV CONSENT AGENDA

Resolution establishing a regular meeting date, time, and location for 2012 meetings and appointing officers of the Board of Directors of the Park City Redevelopment Agency
P. 57

V ADJOURNMENT

**PARK CITY MUNICIPAL BUILDING AUTHORITY
SUMMIT COUNTY, UTAH
JANUARY 10, 2013**

I ROLL CALL

II PUBLIC INPUT

III MINUTES OF MEETING OF JANUARY 5, 2012 P. 51

IV CONSENT AGENDA

Resolution establishing a regular meeting date, time, and location for 2013 meetings and appointing officers of the Board of Directors of the Park City Municipal Building Authority
P. 58

V ADJOURNMENT

**PARK CITY WATER SERVICE DISTRICT MEETING
SUMMIT COUNTY, UTAH
JANUARY 10, 2013**

I ROLL CALL

II PUBLIC INPUT

III MINUTES OF MEETING OF JANUARY 5, 2012 P. 53

IV CONSENT AGENDA

Resolution establishing a regular meeting date, time, and location for 2013 meetings and appointing officers of the Board of Directors of the Park City Water Service District
P. 60

V ADJOURNMENT

Note: This future meeting schedule is TENTATIVE and subject to change.

January 2013

- 17 **No meeting - Sundance**
- 24 Community bulk solar – TP
Legislative update – work
RMP substation - work
Appointment of Soil Commission
Extension of approval of the PC Heights Subdivision Plat – KW
Resolution establishing a strategic plan for City-owned property with development potential in Park City, Utah and repealing and replacing Resolution No. 22-05 in its entirety
1063 Norfolk Avenue plat amendment - ME
- 31 **Liza Gone**
Legislative update – work
RMP substation - work

February 2013

- 7 Legislative update
COSAC resolution
Appointments to COSAC
- 14 Legislative update
Liquor license amendments
- 21-22 *Visioning Session*
- 28 **Dana Gone**
Legislative update

March 2013

- 7
- 14
- 21
- 28

April 2013

- 4
- 11
- 18
- 25

Pending Items:

Wasatch Front and Back mountain resort expansions – Mayor Becker team
Latino Community outreach and engagement – study
Visioning w/County - Phyllis

City Council Staff Report



Subject: Transit GPS\AVL System Update
Author: Kent Cashel, Transit\Transportation Manager
Darren Davis, Transit Administrative Team Leader
Department: Transit
Date: January 10, 2013
Type of Item: Informational

Summary Recommendation:

This report and work session update is for informational purposes only. Staff is not requesting or recommending any Council action.

Topic/Description:

Transit Automatic Vehicle Location\Global Positioning System project update

Background:

In May of 2011 Council authorized staff to purchase an Automatic Vehicle Location\Global Positioning System (AVL\GPS). This \$1.2 million purchase was funded by a Federal Transit Administration grant (80%) with the balance of funds provided from local County and City transit funds.

AVL\GPS technologies utilize the Global Positioning System (GPS) satellites to provide real time vehicle location(s). These locations are then used by the system to provide transit users and operators with:

- estimated bus arrival times
- number of passengers on each vehicle
- vehicle speed and operating information
- Automatic Voice Announcements
- passenger boarding and alighting information (passenger counts)
- on-time performance reporting

This data is provided to transit riders and operators via a wide assortment of mediums that include:

- the internet
- smart and traditional cell phones
- telephone
- digital signs and flat screen monitors

The GPS\AVL system is nearing complete implementation. Transit users now have the ability to use their smart phone or computer to plan their route and determine when the

next bus is scheduled to arrive at their stop. Access to this level of travel information simplifies navigating the transit system.

Analysis:

Most of the GPSAVL system components are now operational and currently offer numerous benefits to Park City Transit's riders, operators and management. Those benefits include:

- Automated stop announcements and digital signage inside the bus.
- Automated Passenger Counters now count passengers boarding\alighting enhancing the usefulness of data gathered and providing real time load information to supervisors.
- Head signs can change automatically when bus begins new route.
- Supervisors can monitor and control bus fleet operations from a desktop computer, laptop or smart phone.
- Covert emergency messages can be sent from bus to dispatch, dispatch to bus.
- Ability to monitor on time performance.
- Enhanced ability to report and track performance measures.
- Enhanced efficiency in producing mandated federal reports.
- Enhanced schedule adherence reporting that will provide for ongoing analysis of routes and schedules to improve on-time performance.

The remaining components to be implemented will bring the following benefits to transit riders and operations staff:

- Real time "Next Bus" information readily available via digital signs, internet, smart phones, telephone and text messaging.
- Ability to integrate traffic signal prioritization capability into our bus system.
- Ability to monitor bus mechanical status (such as engines, transmissions, and air conditioning) from transit offices.

Staff will provide Council with a live demonstration of the technologies that are currently implemented and operational. This presentation will also cover timeline for implementation of remaining system components.

Department Review:

The staff report was reviewed by City Manager's Office, Legal, Information Technologies (IT), Budget and Public Works. All comments received have been addressed in this report.

Alternatives:

These report and work session presentations are for informational purposes only.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Well-utilized regional public transit 	+ Reduced municipal, business and community carbon footprints	+ Physically and socially connected neighborhoods	+ Ease of access to desired information for citizens and visitors
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Very Positive 	Very Positive 	Positive 	Very Positive 
Comments: AVL\GPS implementation in other transit systems has increased ridership which should result in a decreased community and City carbon footprint.				

Recommendation:

This report and work session update is for informational purposes only. Staff is not requesting or recommending any Council action.

**PARK CITY COUNCIL WORK SESSION MINUTES
SUMMIT COUNTY, UTAH
NOVEMBER 8, 2012**

Present: Mayor Dana Williams; Council members Andy Beerman; Alex Butwinski; Cindy Matsumoto; Dick Peek; and Liza Simpson

Diane Foster, Interim City Manager; Mark Harrington, City Attorney; Matt Twombly, Project Manager; Max Paap, Special Events Manager; Jon Weidenhamer, Economic Development Manager; Linda Tillson, Library Director; Dave Gustafsen, Project Manager

Wally Cooper, CRSA

1. **Council questions/comments.** Andy Beerman reported that he and the Mayor attended the Central Wasatch Region Planning Meeting which has grown out of the Mountain Transportation group. Various governmental entities along with the ski areas, forest service, and UTA are working on a plan for the Wasatch Front. The plan is very preliminary at this point and intended to cover water, wilderness, recreational expansion and transportation. He relayed that the Mayor represented Park City well. He also attended a Recreation Advisory Board meeting where the new memorial wall was discussed as well as creating a new master plan. Dick Peek attended the HPB meeting where a historic grant was awarded to a property on Prospect. He stated that the fund is getting low and members considered asking for more grant money. The group also reviewed proposed changes to the LMC and the board's input will be provided to the Planning Commission. One of the elements is the Heber Avenue subzone. Mr. Peek expressed that the memorial wall looks great but it appears it has been damaged by a piece of equipment used to install it. Matt Twombly confirmed that the surface of the piece was intentionally distressed but he will follow-up. Benches will also be installed as part of the project.

Liza Simpson attended the Mountainlands Community Housing Trust, Lodging Association and Fire District Board meetings. There are three seats opening up on the Fire District Board and the Summit County Council will be interviewing applicants next week. She complained about the number of political signs still being displayed and many of them illegally placed. Alex Butwinski attended a Quality Growth Commission briefing with John Bennett. An increase of one million people in the Wasatch Front by 2040 is forecasted. The Commission has a modest amount of funding for open space which is leveraged with private partnerships and his first meeting is scheduled in December.

The Mayor announced that Sunday is Veterans Day and an event will be held at the NAC. He suggested that it may be helpful for staff to create a brochure for special event applicants and Max Paap relayed that a brochure is already available. Jon Weidenhamer explained a plan to meet with hotels and major partners to inform them of special event requirements. The Mayor commended staff for trying to help facilitate

events and making the process easier. He congratulated the new County Councilors and thanked John Hanrahan and Sally Elliott for their service. He acknowledged the support of the increase in the Resort Cities Sales Tax for Park City.

2. Woodward Tahoe debrief. Jon Weidenhamer explained that the traveling tour included Chad Root, Nate Rockwood, Alex Butwinski, Liza Simpson, and Andy Beerman. Dick Peek visited the facility last June.

A Power Point presentation was shown and Mr. Butwinski narrated the slides. Alex Butwinski expressed that touring Truckee was an interesting experience. He spoke about Truckee's historic district which reminded him of our Old Town 30 years ago. Woodward has a progressive learning program and is an amenity that could provide PCMR with an activities and training center. He spoke about how Truckee revitalized its downtown sidewalks with pavers and pointed out old fashioned signs painted on the sides of historic buildings that could be considered public art. North Star has been significantly upgraded since Vail took it over, however designers did not take advantage of framing views and streets dead end looking at another building. Converting the ice rink for other uses was pointed out.

Liza Simpson stated that a lot of investment took place in Tahoe City where the group visited after North Star. Improvements were made to the lake front over 11 years with lots of features. Tahoe City seemed packed with visitors and business seemed good. Mr. Butwinski stated that the group also visited Squaw Valley where the streets were laid out to maximize the views which brought Bonanza Park to mind. Slides of the features of the Woodward Training Center were presented and activities lend themselves to skiing or biking training exercises. Alex Butwinski felt the trip was very informative with regard to what activities could be added to the resort experience. This facility is also great for family members, visiting Park City, who might not want to ski. Dick Peek noted that there is also a digital media component in the basement of the facility. Mr. Butwinski spoke about the success of summer camps at Woodward for kids.

Liza Simpson commented on the confidence individuals can gain with progressive training whether they want to be gymnasts, aerial skiers, etc. She explained that one really needs to see it to understand the programs and there are multitudes of applications. Andy Beerman stated that economic diversity is talked about a lot but this type of facility is a nice fit for Park City in the sense that it complements our resort economy, our visitors and local athletes or kids who want to learn these skills. It also provides year-round activities. He felt progressive training is amazing; the Center was very orderly in a chaotic sense because the kids self-police. The Mayor felt this would be a great addition to town; it takes recreation to a whole new level and would be a good economic development tool.

3. Lower Park Avenue RDA update. Jon Weidenhamer stated that Council last reviewed this topic on July 26, 2012. Projects include parking lot, traffic, transit,

circulation, walkability and the last element is community and neighborhood redevelopment. Properties include the Library, current Senior Center, some land owned by Elliott Workgroup, the vacated Park Avenue fire station which is used for storage and bus driver housing, and Miners Hospital. He understood from the July meeting that members were supportive of moving forward with a multi-generational affordable housing project at the current Senior Center location and exploring a joint venture with the adjacent property owner. This would necessitate a temporary relocation of the Senior Center and the top floor of the Library and Education Center is suggested as a possible space. Through illustration of slides, he pointed out that the new Senior Community Center could be located at the vacated fire station site. If housing is dedicated to the current Senior Center site, the seniors will need to be relocated in spring 2014. Mr. Weidenhamer stated that the Senior Community Center should be constructed concurrently with the housing projects to reduce relocation time for the seniors, realize efficiencies with construction, especially for underground parking, and minimize neighborhood impacts. Consolidating time lines is in the City's best interest and the Iron Horse bus driver housing is scheduled to be completed in May 2014.

Mr. Weidenhamer stated that expanding the Library function is related to moving the Co-op which is located on the second floor. Staff is recommending moving it to the third floor so the third floor space needs to be completed first. This allows for a temporary Senior Center which can be shared.

Option 3, estimated at about \$600,000, is the lowest impact alternative which involves only remodeling the third floor to make it available for seniors. Staff is recommending a new roof, HVAC and replacing the carpeting. Option 2 allows the Library to expand its space and take over the second floor but doesn't include efficiencies in programming and/or an enhanced level of service. He stated that staff is recommending Option 1 to completely renovate the entire building which is estimated at \$2 million and includes about \$500,000 for a geo-thermal system. Peer city construction comparisons are included in the staff report and many communities are investing heavily at \$300 to \$400 per square foot while CRSA has estimated \$100 per square foot for this project.

He asked members if they are comfortable renovating all three floors, including two floors dedicated to the Library and the third floor for a temporary Senior Center. A broad stakeholder process will be conducted but it needs to begin now. He felt that oversight of the housing project and Senior Community Center will require hiring a project manager.

Liza Simpson pointed out the eating area contemplated for the Library and felt that the commercial kitchen space on the third floor could be shared. Cindy Matsumoto interjected that using the third floor may be out of the way. Linda Tillson explained that the designated area is not a café but an area for vending machines available to people who want to work in the technical area. Ms. Simpson asked about the space designated as museum storage and Ms. Tillson explained that the architect specified the current uses on the plans. It will probably remain a storage area for City use. Wally

Cooper stated that the Library lacks adequate storage and this is a place that can be used by the Library once the Museum's storage is relocated.

Andy Beerman felt that the timeline for transit housing should be sooner and understood that the expansion was stubbed out and prepared. Dave Gustafsen noted that everything has been stubbed out, but the project is still being designed by the architect and the completion date is estimated to November 2013. Mr. Beerman asked about hiring a project manager and Mr. Weidenhamer explained that the strategy has not been worked out but staff will return in December with more details. Diane Foster asked members if there is interest in staff exploring hiring a project manager. Mr. Weidenhamer stated that the Library project can be managed with City staff. Cindy Matsumoto asked if that person should be brought in early in the process. Jon Weidenhamer felt that if a project manager is hired earlier, it would be high level and limited input on the front end. Ms. Foster emphasized that this plan involves a number of projects and adding expertise is advised to take advantage of efficiencies of scale with construction.

Cindy Matsumoto felt community outreach is a good idea to ensure that the third floor meets the needs of a variety of non-profits. Alex Butwinski expressed concerns about providing adequate parking. Jon Weidenhamer commented on the potential for underground parking. Liza Simpson agreed with Ms. Matsumoto's comments regarding stakeholder input on the third floor, but felt that the whole project needs to be discussed by the community.

Ms. Matsumoto stated that she has witnessed people parking in the Library parking lot and walking to PCMR and it appears they are resort workers. Eliminating resort parking at the Library would free up a lot of parking and underground parking may not be needed.

Dick Peek agreed with Council members' comments. He stated that the peer construction costs should distinguish between remodels and additions. Wally Cooper explained that the number basically represents an interior remodel like carpet, paint, ceiling grid, lighting, etc. Mr. Peek pointed out that Aspen's and Jackson's projects are additions and Steamboat's number includes land.

The Mayor thanked architect Wally Cooper and Jon Weidenhamer for a good report. Wally Cooper added that the Library and Education Center is a solid building and the Library can be very successful in that space. Mayor Williams agreed that the stakeholder meeting is probably a major element and he invited public input.

Linda Perkins, Park City Co-op, thanked Council and staff for their respectful approach and stated that the school will be cooperative in this effort. Ms. Simpson thanked her for her patience but felt that it is worthwhile taking the extra time.

Diane Foster summarized that staff will move forward on the design of the renovation and will return in December with a discussion of the project management piece.

Prepared by Janet M. Scott, City Recorder

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
NOVEMBER 8, 2012**

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, November 8, 2012. Members in attendance were Dana Williams, Andy Beerman, Alex Butwinski, Cindy Matsumoto, Dick Peek, and Liza Simpson. Staff present was Diane Foster, Interim City Manager; Mark Harrington, City Attorney; Sayre Brennan, Engineering Project Manager; Max Paap, Special Events Coordinator; Dave Gustafson, Project Manager; Nate Rockwood, Capital Budget, Debt & Grants Manager

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

None.

III PUBLIC INPUT (*Any matter of City business not scheduled on the agenda*)

None.

IV MINUTES OF MEETING OF OCTOBER 25, 2012

Liza Simpson, "I move we approve the Minutes from October 25th". Alex Butwinski seconded. Motion unanimously carried.

V NEW BUSINESS

1. Consideration of a Service Provider/Professional Services Agreement with Alliance Engineering for construction engineering management and post construction services related to the 2013 reconstruction of 10th and 11th Streets in the amount of \$56,885. Sayre Brennan explained that this will be funded out of OTIS Phase 2 Capital Improvement Projects and will cover road and drainage design, utilities coordination, public involvement and construction management. Alex Butwinski criticized the comment *enhancing the natural environment* in the matrix in the staff report, describing it as a stretch. Mr. Brennan responded that currently there aren't storm water facilities and his thought was funneling storm water run-off into the system improves the current situation of run-off onto properties. In response to a comment from Cindy Matsumoto about neighborhood outreach, Mr. Brennan responded that residents within 300 feet will be notified. Dick Peek stated that he worked on the houses at 10th and Woodside and witnessed severe run-off on a few occasions and it will be good to get the water into a storm drain system. Mr. Butwinski asked about the scope of project management and Mr. Brennan explained that Alliance will have its own inspector on site. The Mayor invited public input; there was none. Andy Beerman, "I move to authorize the interim City Manager to sign the Service Provider/Professional Services Agreement with Alliance Engineering for design, construction engineering management and post-

construction services related to the 2013 reconstruction of 10th and 11th Streets in the amount of \$56,885". Liza Simpson seconded. Motion unanimously carried.

2. Consideration of a Master Festival License for Skull Candy's request to use City property on November 15, 2012. Special Events Coordinator Max Paap introduced the applicant Evan Miller from Skull Candy. Mr. Paap explained that this event is a international sales meeting being hosted at The Canyons. It was desired to bring the global sales team into historic Old Town on November 15, 2012. They have an activation trailer that they would like to set up in the Brew Pub parking lot for a few hours on the night of the 15th. Councilman Beerman asked about amplified sound; Mr. Miller explained that the vehicle does have expandable abilities to include sound although they did not apply for an amplified noise permit. Councilman Butwinski had a few questions regarding the trailer, it's size, the eight parking spaces it will take up and pedestrian access. Mr. Paap explained that the footprint of the trailer is 30'x40', pedestrains will not have problems accessing the trailer.

Additionaly Mr. Butwinski wanted clarification of an additional bond provided by an applicant when city property was involved. Mr. Glidden, Business Development Manager for Park City stated that he had just completed research on this topic. The City can require a bond deposit for events to cover city services that could include although not limited to trash clean-up, street sweeping, barricades, crowd control and possibly the need for police officers. Mr. Glidden felt that the bond deposit if required for this event would be approximately \$2000. Mr. Glidden further stated that if the City services were not utilized the bond would be returned to the applicant. Councilwoman Simpson felt that this topic required a full discussion at some point in the future. Ms. Simpson noted she was not worried about this event. She stated she did not think there was a need for the bond for this event due to the following: the event involoves 125 people, it's scheduled for off season, it's a free parking night and Public Works is emptying the trash. Mr. Butwinski also felt the need for a policy discussion. Mayor Williams asked if there were other thoughts from Council. Mr. Beerman stated he liked the idea although wanted to know if it was too late to implement the bond. Mr. Glidden stated that if Council directed them they were ready to implement the bond. He also stated that he's in favor of coming back to Council to discuss further. Councilwomen Matsumoto mentioned she also agreed with Ms. Simpson that a discussion at a later date should take place. Mayor Williams indicated that it appeared as though Councilman Beerman was still on the fence about requesting the bond; Councilman Beerman stated that this was correct. Mayor Williams opened the public hearing and with no comments from the public he requested a motion.

Liza Simpson, "I move we approve a Master Festival License for Skull Candy's request to use City property on November 15th". Dick Peek seconded. Motion unanimously carried.

3. Consideration of the 2013 Sundance Film Festival Supplemental Plan. Project Manager Dave Gustafson greeted Council and introduced the Sundance Film Festival Supplemental Plan for 2013. Sundance Film Festival is requesting the City to allow

them to move their day one opening to the MARC which will require access to the MARC one day earlier than last year. This means there will be two screenings on Thursday, opening night. The last two years they have had the premiere at the Santy. Because of the MARC's fabulous theater Sundance would like to hold this years opening night at the MARC, which adds another day to the contract and to have two screenings on Thursday.

Councilwoman Matsumoto mentioned that last year during the Film Festival's Supplemental Plan discussion it was decided to try that year to hold a second screening at 8:30 pm and evaluate feedback from all parties; she asked if the debrief had taken place. Jonathan Weidenhamer Economic Development Director, responded to Councilwoman Matsumoto that the debrief had taken place in April, 2012 with the result being positive.

Mayor Williams asked Council if they had any further questions. Councilman Butwinski had a few questions regarding the verbiage on the parking agreement for the Santy Auditorium and the parking on Park Avenue. Mr. Gustafson stated that the Santy Auditorium parking would be manned by AMPCO to keep skiing guests from parking in the Santy lot and walking up to Park City Mountain Resort and also to keep festival goers from parking in the Santy lot. In regard to the parking management of Park Avenue Dave Gustafson clarified that between Heber Ave. and 9th Street they have made both sides of the street 15 minute drop and loads. Mr. Gustafson continued that the west side of Park Avenue from 9th Street to 15th Street would be restricted to facilitate the City busses.

Mr. Butwinski also had a question regarding outside working hours during the festival. Mr. Gustafson clarified that work can go on until 10pm and that it was in line with the city code. Councilman Beerman wanted to know if this approved the same plan for removal of parking and barricades and pedstrains down Main Street.

Mayor Williams opened the public hearing and with no comments from the public he requested a motion. Liza Simpson, "I move we approve the 2013 Sundance Film Festival Supplemental Plan". Alex Butwinski seconded. Motion unanimously carried.

4. Consideration of a Resolution authorizing the issuance and sale of up to \$9,100,000 aggregate principal amount of water revenue and refunding bonds of the City; and providing for related matters. Nate Rockwood, Capital Budget, Debt & Grants Manager gave Council a brief review of the background for this resolution. During the FY 2013 Budget process, City Council approved the Capital Improvement Plan (CIP) for FY 2013. The CIP included budgeted water revenue bond funding for the following FY2013 projects: Judge Water Treatment Plant Improvements; Water Department Deficiency Correction Projects; Old Town Infrastructure Study (OTIS) Water Pipeline Replacement Projects; Deer Valley Drive - Water Infrastructure; Raw Water Pipeline and Storage; and other water infrastructure improvement projects. The amount needed in this current fiscal year in bond revenue is \$4.6M. This amount was anticipated in the budget.

Mr. Rockwood went on to state that the 2006 Water (CIP) Bonds were up for refunding; this resolution authorizes the refund of the remaining balance of those bonds in January of the next calendar year. The amount of the refunding is minimal, \$300,000 although it is a savings and is a significant savings over the 3.5% that the City originally issued the bonds for. The bonds will be used for a range of projects listed in the staff report.

Mayor Williams asked Council if they had any questions. Ms. Simpson asked a question regarding bonds being sold at a competitive sale. Mr. Rockwood explained that typically with the water bonds the City has done negotiated sales. For the last water bond the City went outside the box and pursued a competitive sale. Because this worked out extremely well for the City, Staff wanted to continue with this. Mayor Williams wanted to know if the benefit was a lower rate when pursuing the competitive sale. Mr. Rockwood explained that the higher the rating and the more standard the bond offering, the competitive sales will could result in a better rate. Mayor Williams had questions regarding the city's rating. Mr. Rockwood stated that the City's water bonds rating was AA. Mayor Williams opened the public hearing and with no comments from the public he requested a motion.

Andy Beerman, "I move we authorize the issuance and sale of up to \$9,100,000 aggregate principal amount of water revenue and refunding bonds of the City; and providing for related matters". Alex Butwinski seconded. Motion unanimously carried.

VI ADJOURNMENT

With no further business, the regular meeting of the City Council was adjourned.

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at 3:15 p.m. Members in attendance were Mayor Dana Williams, Andy Beerman, Alex Butwinski, Cindy Matsumoto, Dick Peek, and Liza Simpson. Staff present was Diane Foster, Interim City Manager; Thomas Eddington, Planning Manager; Bret Howser, Budget Manager; Tom Daley, Deputy City Attorney, Phyllis Robinson, Communications and Public Affairs Manager; Brooke Moss, Human Resources Manager; and Mark Harrington, City Attorney. Liza Simpson, "I move to close the meeting to discuss property and litigation". Andy Beerman seconded. Motion carried unanimously. The meeting opened at approximately 4:40 p.m. Liza Simpson, "I move to open the meeting". Andy Beerman seconded. Motion unanimously carried.

The meeting for which these minutes were prepared was noticed by posting at least 24 hours in advance and by delivery to the news media two days prior to the meeting.

Prepared by Janet M. Scott, City Recorder and Jody L. Morrison Assistant City Recorder

**PARK CITY COUNCIL WORK SESSION MINUTES
SUMMIT COUNTY UTAH
NOVEMBER 15, 2012**

Present: Mayor Dana Williams, Council members Alex Butwinski, Liza Simpson, Dick Peek, Cindy Matsumoto, Andy Beerman.

Diane Foster, Interim City Manager; Mark Harrington, City Attorney, and Kent Cashel, Transportation Manager

1. Council questions/comments. Cindy Matsumoto reported on the Library Board meeting. The Library Board set a goal to reach out to under-served community members to get them more involved with the programs and they will be combining efforts with Holy Cross Ministries. Ms. Matsumoto had attended the Summit Lands meeting and announced they were having a party at Treasure Mountain for the Live PC/Give PC.

Andy Beerman stated that Live PC/Give PC is a great event for the community and he encouraged everyone to give a little and participate.

Liza Simpson echoed the comments regarding Live PC/Give PC. Ms. Simpson had attended the interview process for the Fire Board applicants.

Alex Butwinski reported that he and Dick Peek had attended the Utah League of Cities and Towns meeting for an update of issues for the upcoming Legislative session, including billboards, trails and water. Mr. Butwinski commented on a new piece of public art that was installed as part of the Art on Loan Program.

Councilman Peek reported that Council Members attended the Veterans Day event at the National Ability Center. Mayor Williams agreed that it was an amazing event and every branch of the military was represented. The community should be extremely proud of what the NAC has been doing with the Wounded Warrior program. The fact that Park City has become a rehab center for these Veterans is phenomenal.

Mayor Williams relayed a complaint he received from the Park City Clothing Company regarding snow removal from the sidewalk running behind the store.

2. HPCA parking request. Kent Cashel commented on a two-part request from the HPCA regarding the parking management program for the coming year. The first request was to extend the time limit from the current four hour limit within the China Bridge garage to six hours. A second request was for 44 free parking days on Main Street in the coming calendar year. When parking rates were increased from \$1.00 to \$1.50 in 2010, the City agreed to provide the HPCA with a certain number of free days that they could use in their marketing effort.

Mr. Cashel stated that the six hour limits create some uncertainty and recommended a trial period of one year to assess the impacts. The primary concern is how it might change

employee parking behavior, since a six hour time limit would allow some employees to park there for an entire shift. Another uncertainty is the impact to permit revenues. Mr. Cashel noted that Staff time to implement the request would be minimal. Alison Butz had submitted a letter outlining the benefits to the HPCA if this request was approved. Mr. Cashel stated that the Staff was supportive of a trial program and the 44 free parking days.

Liza Simpson noted that in her letter Ms. Butz talked about possibly coming back with a request for free parking in conjunction with Live PC/Give PC. Ms. Butz replied that it would be for 2013. The City Council supported the requests for a one-year trial period.

Prepared by Mary May, Secretarial Services

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY UTAH
NOVEMBER 15, 2012**

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6:00 p.m. at the Marsac Municipal Building on Thursday, November 15, 2012. Members in attendance were Mayor Dana Williams, Alex Butwinski, Liza Simpson, Dick Peek, Cindy Matsumoto, and Andy Beerman. Staff present was Mark Harrington, City Attorney; Diane Foster, Interim City Manager; Nate Rockwood, Grants Manager; and Tommy Youngblood, Special Events Project Manager.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

None.

III PUBLIC INPUT

None

IV MINUTES OF MEETING OF NOVEMBER 1, 2012

Liza Simpson submitted one minor correction and Cindy Matsumoto abstained as she was not in attendance. Andy Beerman, "I move we approve the meeting minutes from November 1, 2012 as corrected". Alex Butwinski seconded the motion. Motion carried.

Andy Beerman	Aye
Alex Butwinski	Aye
Cindy Matsumoto	Abstention
Dick Peek	Aye
Liza Simpson	Aye

V APPOINTMENTS AND RESIGNATIONS

Consideration of the appointment of Dana Williams and Blake Fonnesebeck to the Summit County Mosquito Abatement Board for a term beginning January 1, 2013 and expiring January 1, 2017. Alex Butwinski noted that Bryan Stephens had sent the Council an excellent letter of recommendation for Dana Williams. Mayor Williams stated that when he first sat on the Board ten years ago one of the goals was to work on more modern techniques to help eliminate mosquitoes in Summit County and to move away from using phosphate poisons. Mayor Williams reported that this was the first year that 100% of mosquito abatement was based on biological pest control.

Liza Simpson, "I move that we appoint Mayor Dana Williams and Blake Fannesbeck to the Summit County Mosquito Abatement Board for four year terms beginning January 1st, 2013". Cindy Matsumoto seconded the motion. Motion carried unanimously.

VI NEW BUSINESS

1. Consideration of an extraordinary request for a Special Service Contract for Habitat for Humanity. Nate Rockwood stated that as part of the Special Service Contract Program, the City Council has authorized extraordinary requests to be done every six months. One request was received during the last six month period from Habitat for Humanity in the amount of \$10,000 to provide for unanticipated contaminated soils handling at the affordable housing unit on Marsac Avenue. Currently there was \$10,000 remaining in the budget for the fiscal year. Mr. Rockwood reported that the Special Service Contract subcommittee met to discuss the application and recommended that the City Council approve the extraordinary request.

Liza Simpson stated that this type of situation was exactly what the City Council had in mind when the Special Service Contract Program was created. The Mayor opened the public hearing; there were no comments and the hearing was closed.

Dick Peek, "I move that we approve the Special Service Contract extraordinary request in the amount of \$10,000 for Habitat for Humanity to provide funding for unanticipated contaminated soils handling related to the construction of the affordable housing unit at 156 Marsac". Liza Simpson seconded the motion. Motion carried unanimously.

2. Consideration of a Master Festival License for the RAGNAR 2013 Wasatch Back Relay. Tommy Youngblood introduced Tanner Bell, the Founder of RAGNAR. Mr. Youngblood asked the City Council to take into consideration the application for RAGNAR 2013 on June 21st and 22nd. RAGNAR would like to move the event from Father's Day weekend and add one extra day. The event would take place on Friday and Saturday rather than Saturday only.

Mr. Youngblood noted that Saturday, June 21st is also the Savor the Summit event. During the debrief for Savor the Summit this year they realized that removing the parking from Main Street removes approximately 330 parking spaces from the parking inventory. Ragnar leases most of the available parking that could be used for enhancement of the Savor the Summit event. The organizers of both events are working together to resolve this issue and Mr. Youngblood believed that could be accomplished. The Staff believed the impacts could be mitigated and Ragnar organizers have agreed they shall not advertise or post dates for the 2014 event until a full debrief of the 2013 operations are completed.

He noted that a condition of approval for the Ragnar event would require the events to be separated if there are significant impacts.

Andy Beerman asked if Deer Valley Drive was scheduled for major work next summer. Mr. Youngblood replied that construction is planned, but the exact schedule was uncertain at this point. He pointed out the Ragnar event affects Kearns Boulevard more than Deer Valley Drive and without knowing the schedule and the amount of construction it was difficult to make judgments. Mr. Beerman recommended that they pin it down because it is a significant project and Deer Valley Drive is the only way in and out. Mr. Youngblood stated that Special Events was working with UDOT and other traffic management and construction people to determine the schedule. He did not anticipate a definitive schedule until early spring. It was noted that the Deer Valley Drive project was also being addressed for other events taking place in Park City. The Staff is well aware of the need to mitigate the impacts during construction.

The Mayor opened the public hearing; there were no comments and the public hearing was closed. Liza Simpson, "I move that we approve the Master Festival license for the RAGNAR 2013 Wasatch Back Relay" Alex Butwinski seconded the motion. Motion carried unanimously.

3. Consideration of a Resolution approving City Council Rules of Order and Procedures, Park City, Utah Mark Harrington indicated a publication error and noted that page 1 of the Resolution had been inserted as page 2. Mr. Harrington stated that the proposal was not a substantive change from the current City Council Procedure Rules codified in Title 2. Following a 2011 Legislative amendment, the League of Cities and Towns has encouraged cities to consolidate and simplify the publication to make it available in an easier format. Mr. Harrington recommended that the City Council adopt the Rules and Procedures in one Resolution so it could be easily published at each meeting and on the website as a stand-alone document.

Alex Butwinski, "I move we approve the Resolution adopting Rules of Order and Procedures for City Council meetings". Dick Peek seconded the motion. Motion carried unanimously.

VII ADJOURNMENT

With no further business, the regular meeting of the City Council was adjourned and Council resumed Work Session to discuss the Rocky Mountain Power Substation Expansion/Relocation.

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 3:30 p.m. Members in attendance were Mayor Dana Williams, Andy Beerman, Alex Butwinski, Cindy Matsumoto, Dick Peek, and Liza Simpson. Staff present was Interim City Manager Diane Foster, Tom Daley, Deputy City Attorney, Cling McAfee, Water Manager; Heinrich Deters, Trails Coordinator; Thomas Eddington, Planning Manager; and Mark Harrington, City Attorney. Liza Simpson, "I move to close the meeting to discuss personnel, property and litigation". Alex Butwinski seconded. Motion carried unanimously. The meeting opened at approximately 5:30 p.m. Alex Butwinski, "I move to open the meeting". Andy Beerman seconded. Motion unanimously carried.

Prepared by Mary May, Secretarial Services

**PARK CITY COUNCIL WORK SESSION MINUTES
SUMMIT COUNTY UTAH
NOVEMBER 15, 2012**

Present: Mayor Dana Williams, City Council Members Alex Butwinski, Liza Simpson, Dick Peek, Cindy Matsumoto, and Andy Beerman

Diane Foster, Interim City Manager; Mark Harrington, City Attorney; and Thomas Eddington, Planning Manager

Steve Rush, Kevin Keystone and Brian Bowles, Rocky Mountain Power; Les Bell and Mike Volarty, ICPE; Steve Preston and Bill Miller, Iron Horse Apartments; Jesse Shetler, Park Meadows resident, Mark Fischer, property owner; John Phillips, Park Meadows resident representing the Fireside HOA; Mary Wintzer, property owner; and Tim Brenwald, Powdr Corp

Rocky Mountain Power Substation expansion/relocation. Planning Director Thomas Eddington stated that the objective was to discuss the Council's support for the relocation, as well as any conditions or additional information needed with regard to the potential relocation. Mr. Eddington presented images and provided a brief overview of both the existing and proposed sites. At a previous meeting the City Council had a number of design questions, at which time Rocky Mountain Power was able to show initial perspectives and photo shop images of what the site might look like. Since that time stakeholder meetings were held at The Yard and the Staff has worked with Rocky Mountain Power on the idea of possibly moving the substation back on the relocated site and rotating it a little. Mr. Eddington reviewed images that were updated since the last meeting.

Cindy Matsumoto asked about three poles shown in front. Mr. Eddington believed those were for the overhead option that brings the lines in and drops them down into the substation. Whether the lines are underground or above ground, there would still be some poles.

Alex Butwinski asked if money was unlimited, whether they could underground power all the way to the station, and if it would still have to go vertical up a 55 foot pole. Kevin Keystone with Rocky Mountain Power explained why a 55 foot pole is still required with undergrounding. Because of the topography of this particular site, the ground pole sits at street level. Where the steel structure sits is down in the ground. Mr. Keystone pointed out that the distribution is all that goes underground. Lower voltage underground distribution was being proposed for all the options in either location. Mr. Butwinski had commented on the power line design on 11th East. Mr. Keystone explained the difference between the one proposed and the one on 11th East. He noted that the 11th east substation was rebuilt four or five years ago. Mayor Williams asked if 11th East has been a continuous site for 25 or 30 years. Mr. Keystone replied that the original site was built

around 1920 and was the original track system of Salt Lake. It has been modified through the years into what it is today.

Andy Beerman understood that even if the lines were undergrounded, it would still have to be daylighted and run up the poles to come into the station. He asked if that was due to an efficiency issue or lack of technology. Mr. Keystone stated that technology known as Gas Insulated Substations (GIS) is used when there is a high significant cost to the value of land. However, the cost of GIS technology is 8-10 times higher than what was being proposed. Dick Peek asked for the incremental cost of doing the option of three poles in front. Mr. Keystone estimated the difference to be \$3-5 million. Referring to a rendering, he noted that if they used the GIS technology, it would remove the three poles out front and the three H structures in the back. Mr. Beerman asked if the GIS technology had been done anywhere in Utah. Mr. Keystone answered no. He stated that Rocky Mountain Power did an evaluation four years ago on an upgrade south of the E Center, and found that the incremental cost was not worth the benefit. The GIS technology is typically used in Casinos along the Las Vegas Strip. It is also used in cities such as Tokyo where there is high density with high loads.

Liza Simpson clarified that the cost would be \$8 million above the normal price of doing the substation, and that number is only for what is inside the walls. The cost does not include undergrounding the lines into the substation or out of the substation. Cindy Matsumoto understood that it was \$3-5 million additional, and that could increase to \$8 million with the undergrounding. Mr. Keystone showed exactly where the GIS would be used. The transformers and remaining pieces would not change. Ms. Simpson stated that she had asked for clarity because the number was not far off from the basic relocation cost. Mr. Keystone noted that it would be above and beyond the relocation cost. Mr. Beerman remarked that if it was also above and beyond the cost to install the poles and all the structures there would not be a savings.

Diane Foster noted that the consultants were in attendance and she asked them to introduce themselves. Les Bell with ICPE stated that he was hired by the City to confirm cost estimates and projects. Mr. Bell stated that he worked on a GIS substation at Caesar's Palace in Las Vegas and the cost was overwhelming. Mike Volarty, also with ICPE, stated that he has been working with Matt Cassel on some of the issues.

The Council and Rocky Mountain Power discussed various scenarios and options related to the substation.

Mayor Williams noted that projects associated with moving the substation would generate a greater demand for power. Based on that fact, he asked if Rocky Mountain ever considers reducing the cost of relocating the substation. Mr. Keystone pointed out that since another

viable option is to expand inside the existing footprint, there would be no way to make an argument for a cost reduction as a reasonable economic approach. Rocky Mountain Power has never had a situation where the cost was reduced. Mayor Williams questioned why a billion dollar economic improvement to the City was not worth the \$3-4 million to move the substation. Steve Rush stated that other rate payers would have to bear the cost if a reduction was given to Park City and that would not pass the Public Service Commission. Mr. Butwinski asked why the revenue increase for Rocky Mountain Power was not in the equation. Mr. Keystone stated that under the established process Rocky Mountain Power must have a signed guaranteed revenue contract in order to spend those funds. There is a mechanism in place to credit the revenue funding towards a specific entity. The entity would have to guarantee the specified load, and even if the load was not delivered it would need to be compensated. Mayor Williams asked if there was a specific time limit on the guaranteed load. Mr. Keystone replied that the contract takes the delivery as soon as the substation is built.

In looking on Google Earth, Dick Peek thought the 11th East substation looked remarkably compact. Liza Simpson asked for the square footage of the 11th East substation. Mr. Keystone recalled that the 11th East substation was approximately 180' x 190'. The Council and representatives from Rocky Mountain Power discussed the location and design of the 11th East substation. In terms of the Park City substation, Mr. Keystone noted that the design proposed for the relocated site could be accomplished on the existing site. The challenge with the existing site is access and the ability to turn equipment around. Mr. Keystone stated that the functionality of the 11th East design could not be replicated on the existing Park City site.

Mr. Eddington presented slides showing how the substation would fit into the Bonanza Park Plan Area. He showed the impacts that would occur if the Substation was left in its current location. It would also require a significant redesign for the Bonanza Park Area Plan.

Diane Foster stated that the Staff would come back with a financial analysis to confirm the numbers mentioned this evening. She clarified that they were not looking for an answer this evening on whether or not to move the substation. It was an ongoing process; however, in order to get through a CUP process and have the substation in place by 2015, the Council will be asked to make that decision in January. The Staff would like to know from this meeting what additional information the Council would like to see at the next meeting. Alex Butwinski remarked that visual impact was an obvious concern and screening is an important factor to consider in the studies. He asked who had paid for the screening on the 11th East site. Mr. Keystone replied that Rocky Mountain Power paid for all the improvements because the site had to be expanded to meet their needs. An expansion would not be required for the existing Park City site to fit the facilities.

Liza Simpson was confused as to why having transmission lines on the east side of Bonanza was more costly than on the west side of Bonanza. When the Staff comes back with more definitive numbers, she would like to see aesthetically pleasing fencing options regardless of where the power station is located. Ms. Simpson thought fencing would be a significant piece of the cost and a factor in determining whether or not to put the lines underground.

Steve Rush stated that Rocky Mountain Power was willing and able to build on the existing site. With the possibilities presented at lower Iron Horse, they were trying to make sure that it technically fits. He understood the expectation of focusing on other issues, but their primary focus is whether it can work, the best way to make it fit using the footprint as best as possible, and to create space for landscaping.

Dick Peek wanted to see option for GIS and buried lines at the new location. He would like to see GIS in the existing location, and the type of screening that Rocky Mountain Power would provide. Mr. Rush stated that per the current arrangement being discussed, if they build on the existing site, very little needs to be done with the property. The relocated site would have to be prepared to meet Rocky Mountain Power requirements. If Park City adds additional requirements, he was unsure who would bear that cost but it would not be Rocky Mountain Power. Mr. Peek clarified that he wanted to see the cost of what he requested for both the existing and the new site, so the Council could consider that information in making the decision moving forward. Mayor Williams questioned why they would ask Rocky Mountain Power to do additional work and research when the City is still trying to find funds to relocate the substation. Mr. Peek did not believe it would cost much for Rocky Mountain Power to provide different options. Diane Foster recalled that in conversations with Matt Cassel, the challenge is not being able to dig over the flood plain in the new location and they would need to research that further.

Andy Beerman wanted to see the same information Mr. Peek had requested. Ms. Simpson clarified that her direction regarding the fencing was to Staff and not Rocky Mountain Power. Ms. Simpson also requested a cost estimate to create the new access road through the parking lot in Prospector to the lower Iron Horse condos. She needed to pin down the numbers associated with all the pieces in order to make a decision.

Andy Beerman asked if there was a maximum height for screening walls based on equipment needs and access. Mr. Keystone noted that the same question was asked during the development of the Gateway. They went through a number of renderings and actually looked at a façade on the front that was between 20 and 25 feet. Mr. Keystone stated that the challenge for the Park City site is the need for a support structure, which takes up more space. Rocky Mountain Power is required to build to a

certain seismic criteria because they are a critical service. There are options, but it involves more than just vertical height. Mr. Beerman asked if the GIS option could be entirely enclosed in a structure. Mr. Keystone stated that it could be done; however, it adds another dimension from the standpoint of cooling the transformers. If enclosure limits the airflow, they would have to provide cooling systems. Another problem with full enclosure is removing equipment when it fails. Mr. Rush commented on other implications related to full enclosures.

Diane Foster remarked that the City Council would have opportunities for future discussions and funding options. The intent is to have a holistic funding discussion with the City Council to help set priorities; followed by a funding discussion on the substation. Mayor Williams thought they needed to be careful about spending tax dollars. Another option is for the City to work with the developer and for the developer to pay because he gains the benefit. The City would need x-amount of additional density in order to justify the expense of paying for it. Mayor Williams referred to a conversation in a joint meeting with the Planning Commission about possibly allowing 8-10 story buildings. He believed that is where this was going. He was progressively more concerned about what BoPa would turn into as an exchange for the relocation. Diane Foster stated that the Staff would be presenting a range of funding options. She asked the Council to remember that this was a 50-100 year decision and there would be bonding options from a 15-20 year perspective.

Liza Simpson asked if Mr. Eddington was satisfied with the numbers on tax revenue. Mr. Eddington replied that the Staff was fairly satisfied with the numbers. Based on the discussion this evening, he would scrutinize the numbers more closely. He noted that the rough calculation did not include all of the perceived impacts if the substation remained in its current location. He believed the actual impacts would be greater. Mr. Eddington anticipated less development in the Bonanza Park Area Plan if the substation stays in its current location. He summarized that the Staff would research costs for the access road, as well as for increased heights and facades and other opportunities.

Liza Simpson stated that they have worked very hard to create something vibrant in the Bonanza Park area, and she would like to know the costs in terms of reduced revenue and projected revenue. Cindy Matsumoto referred to the slide with the red building and asked for the height of the building. Mr. Eddington believed it was approximately 25 feet. Dick Peek thought it would be interesting to see a rendering with that scenario in its current location with GIS. Ms. Matsumoto remarked that if they can save \$2-3 million dollars by not moving the substation, that money could be used for screening. Mr. Peek agreed. He also suggested that they could create a funding mechanism for that area of Bonanza Park to help pay for it.

Mayor Williams called for public input.

Steve Preston spoke on behalf of the Iron Horse Park Apartments. His motivation is to preserve the safe and pleasant atmosphere of the Iron Horse Park Apartments for the numerous residents who live there. In reviewing the design criteria for both substations and transmission, he noticed a number of things. One was that it would avoid residential neighborhoods. There was also criteria based on proximity to parks and waterways. Mr. Preston stated that there were approximately 417 within the Iron Horse Park Apartments; 225 adults and 192 children. He noted that the City was talking about putting a substation into one of the highest density areas in Park City. Ten percent of Park City's population lives in that area. Mr. Preston pointed out that when the Iron Horse Park Apartments were developed, numerous restrictive covenants were recorded against the land with several organizations and with the lenders. He requested that the City resolve some of the impacts and suggested a connection across Prospector Square so the residents and school children do not have to weave through the maze of a substation to get to their property.

Bill Miller noted that a portion of the land for the substation site is actually part of the condominium project. He had documents from the Title Company to support his claim. In addition an easement was given and no one could move it. Mr. Eddington stated that he and Matt Cassel were researching that property question.

Jesse Shetler, a Park Meadows resident and a local businessman stated that many of his questions were answered during the discussion this evening. There are many issues and it appears that the City Council is prepared to address them. Mr. Shetler was interested in opening an establishment in Bonanza Park. He is very pro-commercial and he believes it is important to move the power substation so the Bonanza Park Development can maximize its potential, which would include a large residential element. Mr. Shetler had confidence in the City Council and he looks forward to future meetings.

Mark Fischer stated that this decision has been a long time coming. Because it is a 50-100 decision, he encouraged everyone to take the necessary time to get it right, even if it extends beyond January. He was very concerned about the issues expressed by the other speakers and they need to realize that this is a once-in-a-lifetime decision that will dramatically alter or eliminate the idea of Bonanza Park if the substation is not moved. Mr. Fischer felt that fact needed to be weighed against the other options. He thought a crossing from Prospector across the Rail Trail should be considered. It would avoid the concern of children on the road and it would provide a quicker access to school. It would also take traffic off of Bonanza Drive and it would solve the problem with the Iron Horse intersection. Mr. Fischer stated for the record that if the substation is moved to the new site, his property would not be condemned. He looks forward to working with the City and he promised to be open and considerate of the neighbors in an effort to come up with the best solution.

John Phillips, representing the Fireside HOA, agreed with the speakers from Iron Horse that the large population base is important to consider and mitigating impacts to them is the most important element. Mr. Phillips understood that the City believes that the end result would benefit the residents because moving the substation would allow for creating a vibrant community in the Bonanza Park area. After hearing the discussion, he believes they are all on the right track. In his personal opinion, it is a good location for the substation and for the future development of the area. It can be positive for those living in the immediate area as long as the impacts are mitigated. He asked the City Council to make sure there are contingencies to address unintended consequences that may arise.

Cindy Matsumoto asked if Mr. Phillips lives in the area. Mr. Phillips stated that he is currently a homeowner in Park Meadows. He lived in the Bonanza Park area for approximately four years and he is still very involved with that community. He is a Board member of the Fireside HOA. Cindy Matsumoto asked if the Fireside Board had taken a position on the substation. Mr. Phillips replied that the Board members have attended community meetings and they are very comfortable with the direction the developer and the City is headed. This is a culmination of everyone working together and with that cooperation it could benefit everyone.

Mary Wintzer, an owner of the Iron Horse District, stated that she and Mark Fischer have discussed this matter at length. As a commercial property owner she did not feel that moving the substation would benefit her project. However, as a citizen at large, she asked that the City obtain view corridor studies coming down Iron Horse to see how it would impair the view. Ms. Wintzer remarked that it is extremely important to consider the concerns expressed by the Iron Horse residents and that size of population. If impacts could be mitigated without destroying Mr. Fischer's plans for Bonanza Park, the impacts should be to commercial buildings and not residential. Ms. Wintzer commented on the importance of understanding the real numbers because the cost is significant for taxpayers. If the Council is undecided and the substation stays in its current location, she asked that they look at ways to make it palatable so it does not destroy what Mr. Fischer has accomplished. If the substation is moved the City needs to find a way to fund it so the taxpayers are not bearing the burden. Also, if the substation is moved to enhance Bonanza Park, some of the revenue must go into mitigating the impacts.

Tim Brenwald with Powder Corp. stated that the Company hopes to one day develop property in partnership with Mark Fischer. It provides an opportunity for the City to look at new infrastructure as well as new roadways. Mr. Brenwald thought power lines were overlooked in the discussion. When power lines come in and go to one station or the other, there will be significant visual impacts. He thought that issue needed to be discussed in greater detail.

Steve Rush agreed with Mark Fischer about the timeline and the importance of this decision. He explained that the timeline projected by Rocky Mountain Power was based on the fact that the substation must be in service by the fall of 2015. They were not insensitive to the importance, but they have to look at the reality of the time it takes to go through all the City processes.

Mr. Butwinski asked about staging on the existing site and how that would affect Mr. Fischer. Mr. Keystone explained the construction sequencing and dismantling of equipment in the timeline of when the load is down. Typically construction can start in March and goes into September. In terms of staging materials, all the equipment would be staged at a Rocky Mountain Power facility. He assumed staging would occur at the Park City Service Center in the Snyderville area and transported to the site. Mr. Keystone did not think they would need to use Mr. Fischer's property.

Mr. Butwinski asked how long Rocky Mountain Power has known that the substation needed to be moved or rebuilt. Mr. Keystone replied that they started the project with a timeline approximately 2-1/2 years ago. They have been working with Staff for the last 18 months on choosing a site and going through a number of exercises to narrow it down to the two locations proposed. Mr. Rush stated that substation would have needed to be in service sooner if the economy had not slowed down.

Mr. Butwinski noted that the City Council received the information six weeks ago and now they are being asked to make a decision by the end of the year. He did not feel the Council was given a fair amount of time to evaluate all the options and consider the costs. Mr. Rush stated that Rocky Mountain Power has worked with Staff and evaluated a number of sites, and he believed the City Council was made aware of that at the time. He wanted it clear that Rocky Mountain Power did not have a preferred site and that the decision is up to the City Council. However, Rocky Mountain Power has a responsibility to make sure that in 2015 they have the ability to provide power to the residents of Park City. They were being responsive to the options and trying to work with the City.

Liza Simpson pointed out that the City has been talking about this for months and the Council received the evaluation of suggested sites months ago. She understood Mr. Butwinski's concern and she was certain that if they were not ready to make a decision until February that Rocky Mountain Power could work with that time frame. Ms. Simpson was open to any suggestions for outreach to the citizens to get them involved in understanding the decision the Council is faced with making. Mr. Butwinski clarified that his comments related to the limited time the Council was given to obtain and evaluate the necessary information to help make their decision.

City Council Meeting
November 15, 2012
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The meeting for which these minutes were prepared was noticed by posting at least 24 hours in advance and by delivery to the new media two days prior to the meeting.

Prepared by Mary May, Secretarial Services

**PARK CITY COUNCIL WORK SESSION MINUTES
SUMMIT COUNTY, UTAH
DECEMBER 6, 2012**

Present: Mayor Dana Williams; Council members Andy Beerman; Alex Butwinski; Cindy Matsumoto; Dick Peek; and Liza Simpson

Diane Foster, Interim City Manager; Mark Harrington, City Attorney; Heinrich Deters, Trails and Open Space Project Manager; Trails; Joan Card, Environmental Regulatory Affairs Manager; Jim Blankenau, Environmental Regulatory Program Manager

1. Council questions/comments. Councilman Dick Peek reported the Historic Preservation Board denied an appeal for 205 Main Street and awarded the annual Historic Preservation Award to Washington School Inn. He relayed a conversation with Sandra Morrison, Director of Park City Historic Museum regarding future storage needs of the museum. At his suggestion, Ms. Morrison submitted a letter to Council outlining those needs. Mr. Peek polled Council members to determine support for directing staff to engage in a conversation on storage needs and possible solutions for the Museum. Council members all supported continuing the conversation. Interim Manager Diane Foster indicated Staff would return with a discussion about building options, defined needs for both physical space and volume of space, potential options and possible public private solutions. Regardless of the long-term solution the Museum will have to move out during the renovation. Mr. Peek noted the Museum has money allocated in their budget to move the items currently in storage.

Councilman Andy Beerman attended the Olympic press conference hosted by Governor Herbert and Mayor Becker announcing Utah's desire and readiness to bring the Olympics back to Utah in the future. He also attended Park City Municipal employee's holiday party. Mr. Beerman relayed his experience with an idling taxi driver at Fresh Market who refused to park the car and turn it off. He stressed that the City needed to either do a better job of educating the public on our idling ordinance or it needs to enforce it stronger and put some teeth in it. Fresh Market is a public parking lot and they have not submitted an alternative plan so they fall under the City's ordinance. Council members agreed to further discussion about consequences if the education element isn't successful.

Councilwoman Simpson attended the Lodging Association luncheon, Summit County Health Department meeting and the Recreational Advisory Board meeting. Ms. Simpson also attended the Fire Board meeting and noted that Robbie Beck and Jim Bacon are retiring from the Board.

Mayor Williams shared a conversation he had with a local physician in Park City regarding the lack of a twenty-four hour pharmaceutical business in town. Mayor Williams suggested, and Council supported, further dialogue among local pharmacies to discuss how they might work together to provide 24 hour service.

Mayor Williams also addressed the topic of the future of broadband in Park City and would like to facilitate a discussion that includes community members. Council members indicated they would be interested because it was very important to the economic future of Park City. Interim Manager Foster suggested that she, Phyllis Robinson, Jonathan Weidenhamer and Scott Robertson develop ideas and return to Council for study session. Mayor Williams suggested including interested citizens in the Council discussion.

2. COSAC (Citizens Open Space Advisory Committee). Heinrich Deters, Trails and Open Space Coordinator, explained that recent passage of the one-half percent Additional Resort Cities Sales Tax provides an additional funding source for open space. Staff is recommending creation of COSAC IV and seeks Council's direction regarding terms, residency, and composition of the Board. Council members confirmed that Cindy Matsumoto and Andy Beerman would be liaisons.

Mr. Deters explained that past committees had comprised not only an at-large application process, but inclusion of the following groups: Mountain Trails Foundation, Summit Land Conservancy, Basin Open Space Advisory Committee, Chamber Bureau, Board of Realtors, Recreation Advisory Board, Planning Commission, and Council members. Mayor Williams suggested inviting participation from Utah Open Lands. Council members supported his suggestion. They agreed that five at-large positions was sufficient and expressed a preference for residency. All members will have voting privileges, although the two Council liaisons would not vote.

Council Member Liza Simpson request a minor modification in the fifth *whereas* of the resolution regarding the funding source by inserting "*a portion of*" prior to which will provide an ongoing funding source.

3. Blue Ribbon Commission on the Soil Ordinance and Soil Disposal Options. Joan Card, Environmental Regulatory Affairs Manager and Jim Blankenau, Environmental Regulatory Program Manager reviewed the Park City Soil Ordinance and the challenges of the economic and environmental effects on Park City and surrounding areas. The Ordinance, for purposes of this discussion has two cornerstone requirements: 1) a 6-inch clean soil cover or "cap" to minimize exposure within the Soil Ordinance Boundary; and, 2) any soils that are excavated from within the boundary must be taken to an approved facility.

Between 2005 and 2010, Richardson Flat was that approved facility; however, in May, 2010, EPA and the mine company notified the City that the repository was no longer available for soils coming from the Park City Soil Ordinance Boundary. The City engaged with EPA and the mine company and was able to reach a temporary solution for city-generated soils but was not ultimately able to reach a resolution on long-term plan for soils coming from the Soil Ordinance Boundary for additional municipal soils and privately generated soils.

Ms. Card explained Staff believes this is a challenge the community faces as a whole, and recommends the creation of a Blue Ribbon Commission on Soil Ordinance and Soil Disposal Options. Staff envisions a multi-faceted community task force charged to: 1) understand and evaluate the environmental and economic challenges presented by Park City's mining legacy; 2) explore possible changes to the Park City Soil Ordinance; 3) explore soil disposal options; and 4) make recommendations to Council that balance public and private interests and that will inform future Council directions.

Ms. Card noted Staff envisions a workgroup of 12 to 14 members representing broad sectors of the community ranging from government, environmental, health, business, commercial, real estate and construction interests, and ski resorts and mining industries. She noted the commission would address topics such as: soil ordinance purpose; soil ordinance boundary, soil ordinance standards, "de minimum" exemption, disposal needs

and options and public private partnerships. The effort should result in an educated, well-vetted, public process, and a report that will inform the municipality and the community as a whole, and facilitate Council direction on the topic in the future.

Ms. Card explained Staff envisioned a four to six week timeline with weekly meetings beginning after Sundance through early spring, and a report and recommendations to Council in April. Council Member Simpson asked if there was a reason to present the recommendations in April. Staff envisioned people investing a lot of time for a short period of time and Staff was willing to work with Council on a timeline. Council Member Butwinski noted that rationale had worked very well with the Walkability program.

Ms. Card explained it was a true “Blue Ribbon Commission” and Council would be asked to reach out into the community to select people who would be important to this process. She explained it would be a public process and Staff would work closely with the group to provide background and educational information. Council was supportive of appointing a Blue Ribbon Commission and supported a quick timeline.

4. Risner Ridge Open Space Parcels. Trails and Open Space Manager Heinrich Deters explained that Summit Land Conservancy was asking for the granting of conservation easements on approximately 53 acres of city-owned open space property near Risner Ridge. Cheryl Fox, Executive Director of SLC, joined Mr. Deters during the presentation and discussion.

Council Member Alex Butwinski disclosed that he owns property in Risner Ridge.

Mr. Deters explained the City acquired several platted open space parcels in the Risner Ridge area via the Quarry Mountain Master Planned Development agreement. Additionally, a 7.83 acre parcel was acquired from Arnold Industries via a development agreement associated with Park Meadows and the American Saddler waterline. Some of the lots were protected with deed restrictions prohibiting building while others were not. Staff has been working with Summit Land Conservancy and Risner Ridge Homeowners Association representatives to identify options to ensure the open space remained undeveloped. The Risner Ridge HOA, with assistance from Summit Land Conservancy, collected 143 petition signatures supporting the permanent preservation of the Risner Ridge open space parcels through the use of conservation easements.

Mr. Deters explained Staff’s position that granting conservation easements on parcels with existing restrictive covenants such as deed restrictions was redundant. Further, Staff finds that conservation easements should be considered at the time of the property’s acquisition, where all relevant parties can agree upon the process to preserve specific conservation values.

Mr. Deters used the comparison of chocolate versus vanilla ice cream to describe deed restrictions versus conservation easements noting that both instruments can be used to protect open space. Deed restrictions are widely used through the planning process when a development has obligations towards open space. Conservation easements are most often

utilized to preserve open lands with specific “natural values”, while providing the grantor tax benefits.

City Attorney Mark Harrington emphasized they are not instruments of the same purpose and are completely different. The grantor of a deed is a new owner of a property and the original owner is the beneficiary of the deed restriction in that they don't want the property any more, but want to ensure that future uses are consistent with open space purposes. With a conservation easement, the owner wants to retain ownership of the property and want to take the benefits of removing the ability to develop it for certain purposes and insure long-term protection of the property.

He explained the City cannot require conveyance of a property interest to a private entity during an exaction process and this distinction is relevant because part of the parcels were acquired in that development process. The City can only exact things for the public benefit and cannot require conveyance of a property interest to a private entity, even a non-profit, during an exaction process. He further explained that a conservation easement was not a management agreement, it was the conveyance of a property interest to another entity; further, one cannot hold an easement if it is the fee owner. That is a merger of title and extinguishes the easement.

Mr. Deters explained Staff's recommendation was a middle ground option which would place deed restrictions to the two Eagle Pointe parcels that are platted open space but do not currently have deed restrictions and would place a deed restriction to the American Saddler waterline parcel. Staff suggested the citizens who were willing to place money for the conservation easement might provide those funds to Summit Land Conservancy for stewardship or new acquisitions.

Summit Land Conservancy Executive Director Cheryl Fox explained the neighbors approached them to ask for a conservation easement and they felt if the neighbors were willing to fund the stewardship endowment it seemed to make sense. She stated conservation easements are meant to last forever and to protect certain conservation values. The open space, recreational access, view sheds across Park Meadows and the wildlife habitat are important conservation values they would be willing to protect and believe easements are the best tool. She stressed they sent out 255 mailings and received 143 positive responses. She requested direction from Council.

Cindy Matsumoto expressed particular concern about the 10 acre parcel because it linked areas of Quarry Mountain and Round Valley and provided parking, trailheads and enhanced wildlife migration. She did not feel it would set precedent for other parcels because it is contiguous with the City's large open space parcels.

Ms. Fox pointed out the McPolin farm lands were purchased with the City's General Funds and held for nearly ten years before being protected by a conservation easement

City Attorney Mark Harrington clarified that past Council policy direction had a range of options for protecting open space, but moving forward the intention was to use conservation easements only on properties acquired with bond money.

Interim City Manager Diane Foster interjected that deed restrictions are a valuable tool that provides permanent protection to the parcels. From Staff's perspective, it is redundant to spend additional funds to add a level of protection in a community that is very committed to open space. Staff has provided a recommendation that provides the same protection the neighbors' are seeking from a third party.

Council Member Andy Beerman asked how a deed restriction could be overturned for economic hardship. Ms. Fox explained that if an owner were allowed to sell the property, use the money, and do something else of benefit for the City, a court of law would approve removal of the deed restriction.

City Attorney Harrington argued there may be ways to argue how to get relief from a deed restriction, but they are so extreme that is a huge oversimplification. The deed restriction is actually stronger than a conservation easement because the consequence isn't purely financial. Ms. Fox stated there was some sketchy provenance on some of these parcels and the reversionary interest that could benefit and hold one to a deed restriction was not there.

Mr. Harrington concurred that was a valid point and encouraged legislation at the State level to provide long-term enforceability of public forfeiture to a public entity. He was fully supportive of trying to create long-term ways to ensure third party enforceability and there are ways to do that short of a conservation easement. When a long term priority is wilderness, or preservation as is, conservations easements are a good tool. When the priority is to allow a balance of recreation use and mixed uses that are hard to forecast or define now, how specifically you define them is what governs that down the road. He stressed they were all on the same page and Heinrich's statements that we were talking about flavors of ice cream was perfect. Staff is not opposed to conservation easements but wants them to be done deliberately and consciously, knowing that they may create imitations that were not intended at the time the property was acquired.

Council Member Beerman noted Staff cautioned against placing conservation easements on inappropriate parcels such as these. He felt they represented a large piece of land, were in a wildlife corridor, and contiguous to existing open space parcels that seemed to fit the criteria. Mr. Deters commented that conservation easements were often used on large parcels of wilderness where uses and prohibited uses could clearly be defined. When you introduce many people and many uses into open space, it must be managed strongly and that management can be difficult when there is a conservation easement on it.

Council Member Cindy Matsumoto commented the new source of funding would not contain bond language and she encouraged Staff to consider that in the future. Attorney Harrington explained that was why, in this situation, Staff supported extending the deed restrictions to all the parcels and using the same language consistently.

Council Member Liza Simpson supported the deed restrictions. She expressed frustration by the discussion about conservation easements, funding, monitoring, endowments and ensuring that it is self-sustaining. She requested a study session with COSAC to discuss a strategic open space plan that further defines where wildlife corridors are and specific conservation easements that could be placed in different areas so we have rationale, deliberative methods for placing a conservation easement on a specific parcel. She wanted to have full understanding going forward of not only paying for the conservation easements, but understanding how we are going to pay for continued monitoring.

Council Member Dick Peek also supported deed restrictions and agreed that a long term strategic discussion would be beneficial. Council Member Alex Butwinski concurred.

Mayor Williams favored a third party check on land that the government owns. Although he felt there should be a conservation easement, he was willing to support extending the deed restrictions and having the dialogue with COSAC.

Attorney Harrington encouraged an open policy level discussion and felt they could separate acquisition from long-term protection. The use of the phrase open space is widely misunderstood by the community and this is about public trust. The City holds lands for public trust and is trying to ensure that the trust is not broken, and that we are managing the property consistent with appropriate public uses.

Interim City Manager Diane Foster summarized that Council has directed Staff to extend the deed restrictions on the parcels. There were still questions about extending the third party enforcement to Summit Lands Conservancy on those deed restrictions. Attorney Harrington suggested they wait to do it in conjunction with that discussion because Summit Land Conservancy will have to decide whether they want to do it based on their internal obligations and responsibilities. They may not want to do that if it doesn't give them the tools to do it effectively.

Ms. Fox stated that Conservations Easements are a tool that has been used effectively. There is a stronger team protecting your open space when there is a third party holding the conservation easement and Summit Land Conservancy knows how to use that tool. Many neighbors support this and are eager to hear Council's direction. The City could proceed with deed restrictions and learn something new, or utilize known practices. She agreed with the need to have discussions about ongoing stewardship for other parcels in the future; however, the neighbors have agreed they will fund this stewardship. If Council opts to place deed restrictions on the parcels, she would have to take that discussion back to the SLC Board.

Mayor Williams restated Council's direction for Staff to move forward with deed restrictions and stressed that discussions about easements will continue. Council members have requested that conversation to be a COSAC priority when it is reconstituted.

**PARK CITY COUNCIL MINUTES
SUMMIT COUNTY, UTAH
DECEMBER 6, 2012**

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at 6 p.m. at the Marsac Municipal Building on Thursday, December 6, 2012. Members in attendance were Dana Williams, Andy Beerman, Alex Butwinski, Cindy Matsumoto, Dick Peek, and Liza Simpson. Staff present was Diane Foster, Interim City Manager; Mark Harrington, City Attorney; Clint McAfee, Water Manager; Jessica Winderl, Paralegal; and Lisa Rogers, Paralegal

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Water Manager Clint McAfee announced that the Quinn's Junction Water Treatment Plant received a Project of the Year award from The American Council of Engineering Companies, Utah Chapter, in the Water and Wastewater Division. This is based on the innovative application of new and existing technology, future value to engineering profession, social, economic and sustainable design features, complexity and basically exceeding the client's needs. The Mayor requested a work session update on the latest turbine technology.

III PUBLIC INPUT (*Any matter of City business not scheduled on the agenda*)

There was no public input.

IV NEW BUSINESS

1. Consideration of authorization of the following Insurance premium payments for the 2013 City Insurance placement covering a one-year period January 1, 2013 through December 31, 2013 in a form approved by the City Attorney

a) \$127,188.00: Premium payment to States Self-Insurers Risk Retention Group, Inc. ("States") for public entity broad form excess liability insurance (including General Liability, Employment Practices Liability, Automobile Liability, Law Enforcement Liability, *Terrorism Risk Insurance Act** and Public Officials Error and Omission Liability);

b) \$4,276.00: Premium payment to States Self-Insurers Risk Retention Group, Inc. ("States") for Potable Water Treatment Operations insurance supplement;

c) ~~\$171,012.94~~ \$153,762 Premium payment to Workers Compensation Fund ("WCF") for workers compensation insurance;

d) \$111,352.00 Premium payment to Affiliated FM ("Affiliated") for property, boiler and machinery insurance; and

e) \$32,166.00: Premium Payment to Zurich's for Cyber Liability.

Paralegals Jessica Winderl and Lisa Rogers introduced Patti Bouman from Marsh USA. Ms. Winderl explained the renewal process which includes providing our broker, Marsh USA, with information such as updated property schedules for the City, fleet schedules, payroll, etc. so they can seek bids in markets applicable to the City's needs.

Ms. Winderl explained the City is self-insured up to \$250,000 and in the past has used States Self-Insurers Risk Retention Group, Inc. for public entity broad form excess liability insurance.

States also provided a quote for Potable Water Treatment Operations. Staff recommends remaining with States for both policies. Staff also recommended selecting Affiliated FM for property, boiler and machinery insurance.

Patti Bouman, Marsh USA, explained the National Council of Compensation and Insurance had reclassified some payroll which resulted in a revised price for the City's Workers Compensation Fund. The premium has been reduced to \$153,762.

Ms. Winderl explained that cyber liability is a new area of insurance which is becoming relevant for organizations who store sensitive information on computers. They obtained a quote from Zurich's for \$32,166 and recommend securing this protection. Scott Robertson explained every state has different laws associated with responding to data breaches and if the City does not meet those requirements the insurance covers the liability associated with not meeting the regulatory compliance component. Ms. Bouman explained the insurance covered notification costs as well as actual injury to other parties.

Alex Butwinski, "I move to authorize Insurance premium payments for the 2013 City Insurance placement covering a one-year period January 1, 2013 through December 31, 2013 in a form approved by the City Attorney". Liza Simpson seconded. Motion unanimously carried.

VI ADJOURNMENT

With no further business, the regular meeting adjourned. The Mayor announced that members of Council would meet at Butchers and no public business would be conducted.

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 3:00 p.m. Members in attendance were Mayor Dana Williams, Andy Beerman, Alex Butwinski, Cindy Matsumoto, Dick Peek, and Liza Simpson. Staff present was Diane Foster, Interim City Manager; Mark Harrington, City Attorney; Heinrich Deters, Trails and Open Space Project Manager; Jason Glidden, Marketing Manager; Tom Daley, Deputy City Attorney; Clint McAfee, Water Manager; and Brooke Moss, HR Manager. Liza Simpson, "I move to close the meeting to discuss personnel, property and litigation". Alex Butwinski seconded. Motion carried unanimously. The meeting opened at approximately 4:45 p.m. Andy Beerman, "I move to open the meeting". Alex Butwinski seconded. Motion unanimously carried.

The meeting for which these minutes were prepared was noticed by posting at least 24 hours in advance and by delivery to the news media two days prior to the meeting.

Prepared by Sharon C. Bauman, Senior Recorder/Elections

**PARK CITY COUNCIL STUDY SESSION MINUTES
SUMMIT COUNTY, UTAH
DECEMBER 13, 2012**

Present: Mayor Dana Williams; Council members Andy Beerman; Alex Butwinski; Cindy Matsumoto; Dick Peek; and Liza Simpson

Bret Howser, Special Projects Manager; Diane Foster, Interim City Manager; Mark Harrington, City Attorney; Jon Weidenhamer, Economic Development Manager

Alison Wehyer, Summit County

Business recruitment and attraction. Bret Howser explained that Park City went from mining being the dominant local economy to a ski town and then transitioned to a world-class multi-seasonal resort destination. Infrastructure improvements and hosting special events relate to the success of the resort economy and the economy will evolve again. The 2009 Community Visioning identified balancing interests as very important and this is found in the 2030 Strategic Plan and General Plan. The 2030 Plan fosters developing diverse job opportunities to pay a living wage and enable full time residents to live within a reasonable distance from their jobs. Mr. Howser acknowledged that previously this has not been a focus in our economic development efforts which related largely to the resort. Desired outcomes in the 2030 Plan include residents that live and work locally, jobs that pay a living wage, skilled and educated workforce, and primarily locally owned businesses. The Bonanza Park Plan includes support of the ski and outdoor recreational industry while also beginning to promote innovative opportunities that diversify the City's economy which is a growing theme in the City's strategic processes. The Plan also addresses turning Bonanza Park into a live-work district with mixed use development integrating office, residential, and complimenting retail and services.

He felt the question is, if those are our goals, how do we get there? His report includes what typical cities do which is business retention and attraction. When businesses relocate, they look for supply of labor, skilled labor, and affordable spaces. More recently, tax and financial incentives are often offered to lure businesses into communities. Mr. Howser mentioned that this has been done in several communities in Utah and by the state. During the year, Council discussed incubator businesses and criteria to evaluate proposals. Staff developed criteria based on community visioning information but found it difficult to apply without a proposal or goals but with clearer Council direction, staff can design a program that fits goals. Bret Howser stated that staff would like to gather information from Council in order to develop a comprehensive and targeted approach to the City's business retention and attraction activities.

Attracting certain types of business sectors were discussed. Andy Beerman mentioned that the Governors' Office of Economic Development has been doing a lot of work on identifying clusters and asked if it has looked at the various cities and regions in Utah or

has Park City been considered? Mr. Howser didn't feel GOED is distinguishing by region in Utah, but is just looking at Utah as a whole. Andy Beerman felt that it is not only targeting sectors but clusters as well and the Mayor agreed and added that the last time the City was directly involved with GOED was the film studio project. Bret Howser explained enterprise zones, where businesses receive tax credits or rebates from the state. There are none in Summit County but it could be pitched to the state to look at it geographically. The Mayor suggested exploring a satellite campus in Bonanza Park.

Mr. Howser displayed the SWOT analysis model on the wall which consisted of four sections, pointing out the continuum from external to internal and positive to negative. If a feature is internal and positive to an organization, it is called a strength. If it is negative and internal to an organization, it is called a weakness. If it is external and positive, it is called an opportunity; if it is external and negative, it is called a threat. There are things that could be tweaked to be considered an opportunity or a threat and it is not an exact science but helps to organize thoughts. Strengths can be used to pursue opportunities and mitigate weaknesses and threats.

As part of the SWOT exercise, Mr. Howser asked members to write answers to questions about PCMC's core competency. He asked Council to identify what special knowledge PCMC has. What does the City have or have access to that others don't? What do our customers say we're good at? Next, he asked what things PCMC historically struggles with. What knowledge or skills do we lack as an organization? What do our customers say that frustrates them about us as an organization?

Mr. Howser moved on to asking external questions. What do you think the next big thing for Park City's local economy will be? What industries or business sectors do you feel are under-represented in Park City? Are there risks to the existing economy?

He collected responses and addressed PCMC's strengths and the causes. Responses included organization, good at throwing a party, water billing, traffic stops, events, open space, responsive, preservation, recreation, library, high service levels, forming an RDA, quality of life, relationship with Chamber. Answers to what PCMC has that others don't included unlimited funds, natural setting and recreational quality of life, open space, active small business community, working relationships with Chamber, interconnect, ability to convene diverse groups, hospitality/resort industry, open space, EPA, federal issues, service levels, budgets. Mr. Howser felt that quality of life may fall in the external category but Jon Weidenhamer felt it is more internal. Liza Simpson believed it is both and discussion ensued on whether quality of life attracts businesses. Alex Butwinski believed that quality of life is dependent on frame of reference.

Mr. Howser asked to what degree incentives play. Ms. Simpson spoke about the City having money and spending it wisely. There is an ability to maintain infrastructure and provide good services. Andy Beerman believed that perceived stability of the community attracts businesses. Alex Butwinski added that financial stability may provide opportunities to offer incentives to attract businesses. Ms. Simpson stated that

it is important to keep partnership opportunities open. The Mayor believed Park City should be more open-minded about satellite campuses and Ms. Simpson felt this also relates to training centers. Mr. Beerman commented that he liked what Fort Collins has done by way of attracting complementary businesses for the university market. Park City needs to look at opportunities that are complementary to the resort industry and focus on a few things. Liza Simpson liked the idea of holding another session on this topic but is unsure what pieces are not getting done.

The Mayor believed that up until this Council, the resort economy has been the only focus. There are high technology potentials here and many kids raised here want to live and work here. Consistent broad band access is an attraction. Mr. Beerman felt it important to reach out to the existing businesses and ask them some of these questions. Bret Howser stated that the County is in the process of collecting some of this information from existing businesses.

Alison Wehyer explained that she wrote the grant for Summit County for the business expansion and retention program. Interviews with 200 businesses in the County will be held and she has conducted about 30 interviews so far and some of the information is absolutely fascinating. By the time this study is completed, which is anticipated in June 2013, there will be information of the needs of our business community and sectors where there are opportunities.

Bret Howser noted that he will return to Council and summarize the data collected today. Ms. Simpson pointed out that land costs will always be a challenge in Park City. Mr. Beerman asked that the next session include information on economic tools and pointed out the Salt Lake City RDA model. Mr. Weidenhamer emphasized the vast difference in the level of resources with a large city but the SLC model can be studied.

Prepared by Janet M. Scott, City Recorder

**PARK CITY COUNCIL WORK SESSION MINUTES
SUMMIT COUNTY, UTAH
DECEMBER 13, 2012**

Present: Mayor Dana Williams; Council members Andy Beerman; Alex Butwinski; Cindy Matsumoto; Dick Peek; and Liza Simpson

Diane Foster, Interim City Manager; Mark Harrington, City Attorney; Tyler Poulson Environmental Projects Manager; Kent Cashel, Transportation Manager; and Jennifer Danowski, Budget Analyst

1. Council questions/comments. Andy Beerman stated that he attended yesterday's familiarization tour hosted by the City. He felt staff did a great job of sharing information. Liza Simpson spoke about meeting with the consultants evaluating the County fairgrounds and event. She thanked Tyler Poulson for promoting the new car share program and reported that it is really easy to sign up. Andy Beerman noted that he and Cindy Matsumoto met John Paul DiGoria who is a major investor in the expansion of Bonanza Park. He is Mark Fischer's partner, who he respects, and a philanthropist billionaire. Mr. DiGoria pointed out that he has been involved in Park City on a variety of levels for almost 30 years, including the Caledonian and some other projects. He has never sold any of them because he likes being part of the Park City community. Mayor Williams spoke about meeting Mr. DiGoria years ago in California.

Alex Butwinski reported on the Ski Utah meeting where marketing and visitors were discussed. He attended part of the ULCT session on Monday and a Utah Quality Growth Commission meeting. The Commission has a \$195,000 budget for open space and Summit County received \$65,000 of that amount toward the acquisition of Toll Canyon. Dick Peek relayed that he skied opening day at Deer Valley. Mayor Williams attended a Mosquito Abatement meeting and reported that only biological pest control methods were applied this year. The special district is interested in applying for Blue Sky grants for a hot water solar system for the building and offsetting its carbon footprint. The new director just finished his first season and did a great job. The Mayor also reported on the Sewer District meeting where there was discussion about WISCIWIP. The District experienced the lowest number of hook-ups this year in its recent history.

2. City fleet fuel strategy. Tyler Poulson introduced Matt Abbott who is the new environmental project manager. There were 94 applicants, 50 of whom had masters degrees or higher.

Kent Cashel explained that in October Council requested that staff return with an update on the City's fleet fuel strategy. In 2006, the City began a trial program with biodiesel in the trolley and a significant amount of staff time was invested on the project because at that point in time, most engine manufacturers would not cover warranties if biofuels were used. Staff studied the chemical properties of biodiesel and system components and came to the conclusion that the engine would not be seriously damaged. Different blends were tried on the trolley for a year and performance was monitored. In 2007, staff worked with a fuel supplier to begin providing biodiesel at a pump and the whole fleet was converted to biodiesel as well as providing an outlet in the community for invested citizens. He relayed that during the 2009 Visioning Session, staff discussed field strategy with members to gain feedback. The high level direction was not to pursue every leading edge technology that comes along but to continue to monitor the development of promising technologies that continue to evolve and become market-ready.

Staff has been primarily focused on hybrid electric vehicles and CNG developments. Mr. Cashel stated that the electric bus industry continues to be monitored and in 2011 Council was updated on this policy and direction at that time was to continue with the direction given in 2009.

He relayed that there are three elements that need to be analyzed very carefully because these decisions are big dollar and high risk. Environmental concerns drive direction but each of these technologies brings with it either operational benefits or impacts which need to be understood upfront as well as financial investments.

Tyler Poulson displayed a PowerPoint presentation. With regard to emissions affecting air quality, biodiesel rates the lowest among the categories, rating lower than CNG. EPA and other industry partners are continuing to make progress on cleaner burning fuels. The hybrid electric option is slightly better. Essentially the same fuel is burned but at a slightly better efficiency. CNG makes the most environmental sense as there is a 50% to 90% reduction in emissions. With life cycle greenhouse gas emissions there is not much difference between the options. CNG is not always the best environmental alternative compared to diesel or gasoline. He stated that the National Center for Atmospheric Research evaluated coal relative to gas, and in particular shale gas. Its analysis found a net warming impact by making the transition to gas as an electricity source as opposed to coal. Mr. Poulson explained that Cornell University and EPA are among others who found similar outcomes when looking at the life cycle impact of natural gas in relation to climate. The new more unconventional methods around fracking are in fact worse than how natural gas is traditionally procured when it comes to climate because of the excess methane and leakage during that process. He emphasized that when comparing CNG to diesel or gasoline, there is not necessarily a carbon footprint reduction strategy or a solution when it comes to mitigating climate change.

Mr. Poulson stated that on the life cycle front, a quick comparison can be done by example using a Honda Civic which is made for gasoline, hybrid or CNG. Those three vehicles can be compared for the 2012 year and the Civic hybrid burning standard gasoline represents 27% lower greenhouse gases than the natural gas Honda Civic. The CNG Civic compared to the traditional Civic are almost equal. The extractor processes for diesel, biodiesel and CNG, the depletion of finite materials, and food for fuel were examined. The Energy Information Administration found that 14% of the US supply is delivered through fracking and the rest is through a non-fracking type for delivering CNG. However, by 2035, 45% of the US supply will be delivered through fracking and extraction from a shale product. He relayed that over time, those *upstream impacts* with regard to CNG will worsen as the process shifts to more and more fracking. His research on fuel for food particularly looked at soybean oil which is only a portion of the soybean which is not utilized for food production. About 80% of the soybean is solid and is the food product and the oil product is used as an additive for food. Tyler Poulson stated that out of the solid soybean food product, 98% is used as animal feed and the food for fuel production in a large way is animal food as opposed to competing for human consumption.

With regard to the potential of the three resources with CNG, that technology is considered as a finite based fossil fuel. Over time, its extracted profile will become less attractive from an environmental perspective. He pointed out that we are currently using a soy mix for biodiesel and research is being conducted on many other alternatives. The potential is there to reduce greenhouse gases and also not to compete for fuel sources in certain ways but in terms of commercially available options; it is not something recommended from an environmental perspective. He rated hybrid electric a little bit higher because of efficiencies gained by utilizing this technology.

The Mayor asked if there is a corresponding drop in emissions with different grades of biofuel. Tyler Poulson believed that from a greenhouse gas perspective, it is not necessarily 1:1 and is not sure how other pollutants would be impacted by the mix. In response to a question about fleets using biofuels from the Mayor, Kent Cashel responded that different blends are being used. There seems to be some variability on tailpipe data depending upon the operating environment and he has not seen any definitive information. Using higher biofuel blends and diesel may cause issues in the winter. Biofuels prompt the growth of bacteria in tanks which needs to be monitored. Discussion ensued on experimental blending and Kent Cashel explained having to comply with OSHA and EPA regulations. The fuel the City uses is a national standard so the quality and fuel content are consistent. There is a standard for B20 but not necessarily for higher blends.

Alex Butwinski expressed his interest in hybrid electric technology. He asked if this technology is practical for the bus fleet and felt that a cost comparison on operation and maintenance would be helpful. Mr. Cashel advised that there is a process in place to obtain federal funding for buses. The Department of Transportation operates a testing facility in Altoona, Pennsylvania and vehicles must be certified in order to receive federal dollars. Park City's buses are certified for 12 years. He understands that Proterra has run its electric bus through the Altoona test facility and has been certified. However, it needs to be charged 15 to 20 minutes an hour. This might work for the trolley but probably not for the buses operating on other routes. The technology may evolve but the development of electric buses is in its early stages. Alex Butwinski pointed out electricity costs associated with pumping fuel. Mr. Cashel agreed and added that CNG is compressed natural gas and the pressure to fill a tank as large as a bus requires 3600 psi and a massive compressor. On a fleet-wide basis, the City would probably need 2,500 square feet to house a compressor and storage tanks which is one of the expensive capital investments. Mr. Butwinski questioned if this is a practical solution.

Mr. Beerman believed that natural gas is a bridge technology and asked what long term technology the City should invest in and how it may fit within the life cycle of the fleet. Mr. Cashel stated that he doesn't have that answer and the industry is not definitive. Each of these technologies has challenges and it may take a technological leap to move ahead to the next level. Electric power has battery issues and hydrogen fuel creates distribution and storage issues. He encouraged continuing to monitor technology rather than starting to invest on a certain track. Tyler Poulson stated that from an environmental perspective, a hydrogen fuel cell is an energy carrier not an energy source and something like electricity is needed to push energy into the fuel cell. He pointed out the need to build infrastructure for hydrogen which utilizes electricity to deliver the fuel. Kent Cashel felt the electric option has the most promise but there are issues with life cycle impacts.

Mr. Cashel suggested the things to think about on an operating basis is owning and controlling the fuel supply. Location is extremely important because proximity represents efficiencies and the fuel supply should probably be located at the fuel barn. Performance is important and maintenance is unique to the fuel, making training essential. Federal funding is also unpredictable in terms of funding for alternative fuels.

Kent Cashel reported that a large investment needs to be made. Biodiesel didn't require significant funding. A hybrid electric bus costs \$200,000 more for exactly the same vehicle. There is no additional cost for a fuel depot or storage facility but refitting the fleet would cost about \$6.5 million over a whole replacement cycle. In order to convert to CNG at least \$2.2

million is needed to retrofit the storage facility as the air would have to be monitored and vented. UTA is currently designing a facility. It would cost \$6 to \$7 million to replace the fleet. Staff feels there is some benefit in looking at the smaller end of the fleet in terms of bringing new technology on board, like trucks and passenger cars. Over the course of the next eight years, the City will go through a whole new set of vehicles and there are potential opportunities. The life cycle was explained as well as converting gasoline or diesel engines to CNG. Manufacturers are moving toward building dedicated engines but that is a couple of years away. Mr. Peek asked about meeting volume needs and Mr. Cashel understood that there is a high pressure line close to the facility.

Mr. Cashel noted that technology is evolving so quickly that significant research needs to be conducted. There are many questions regarding environmental concerns ranging from tailpipe emissions to manufacturing cycles and Tyler Poulson added that a metrics driven approach is needed. The financial payback is critical and this feature needs to be analyzed. Liza Simpson felt that capital investments need to be considered as well and referred to the new fuel island. Kent Cashel assured members that the City is a long way off of replacing gas and diesel. Tyler Poulson spoke about simultaneously using two fuels over a period of time when migrating from a certain fuel to an alternative. Liza Simpson stated her preference for hybrid because the biggest problem to solve seems to be the battery life and she pointed out the growing interest in solar powered generation. Tyler Poulson pointed out that the big gap that exists is the behavioral element and reducing vehicle miles traveled but Park City has an impressive portfolio including a local free bus system, bus service to Salt Lake, walking and biking opportunities, and a car sharing program. The Mayor commented that the efficiency of the bus system affects ridership.

Kent Cashel recommended focusing on converting small classes of the fleet and considering CNG. The buses require a major capital investment because of fueling. He stated that staff can bid the alternate fuel options when acquiring vehicles. Staff has spent a significant amount of time on this but feels it wise to continue to research. Dick Peek commented on the size of the buses and Mr. Cashel explained that the size of the buses relate to accommodating the number of riders during peak times. Andy Beerman stated that he likes staff's recommendation and is personally not a fan of CNG because of extraction and infrastructure reasons. He considers it a bridge technology. Cindy Matsumoto stated that she is not very interested in CNG and prefers exploring the hybrid for smaller fleet vehicles. The Council supported Option 2 in the staff report. The Mayor felt that regardless of what Council feels about CNG from an environmental standpoint, it is going to be here and will be the largest source of fuel over the next 30 to 50 years in this country.

3. Natural gas contract. Jennifer Danowski explained that staff is recommending changing service for City buildings from a retailer, Questar Gas, to buying gas from a wholesale service. Expected savings total \$35,000 annually. The City would still have to rent the pipeline from Questar but \$2 a dekatherm will be saved. New meters will be installed at four locations so usage can be better tracked. The meters would not have to be switched out again if the City decides to purchase gas in the future from a retailer. She emphasized that if the arrangement does not work out, the plan can be changed next year.

Prepared by Janet M. Scott, City Recorder

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
DECEMBER 13, 2012**

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, December 13, 2012. Members in attendance were Dana Williams, Andy Beerman, Alex Butwinski, Cindy Matsumoto, Dick Peek, and Liza Simpson. Staff present was Diane Foster, Interim City Manager; Mark Harrington, City Attorney; Francisco Astorga, Planner; and Jonathan Weidenhamer, Economic Development Manager.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

None.

III PUBLIC INPUT *(Any matter of City business not scheduled on the agenda)*

1. Performing Arts Center - Teri Orr, Performing Arts Center, showed a video of the Parsons Dance Company. She thanked the City Council for providing emergency funding for the Center during the year. She introduced David Parsons and the dancers who will be performing Saturday night at the Eccles Center.
2. Food tours on Main Street - Shirin Spanenberg explained that she will be conducting food tours on Main Street which will be starting next week.

IV CONSENT AGENDA *(Items that have previously been discussed or are perceived as routine and may be approved by one motion. Listed items do not imply a predisposition for approval and may be removed by motion and discussed and acted upon under "Additional Discussion – Agenda Items")*

Staff confirmed that MGB+A is the correct award for the Main Street Streetscape Enhancement Project.

1. Consideration of a professional services contract with MGB+A for the Main Street Streetscape Enhancement Project in the amount of \$114,080, in a form approved by the City Attorney - and
2. Consideration of a Resolution for Building Department fee waivers on new renewable energy projects in 2013 - Andy Beerman, "I move we approve the Consent Agenda Items 1 and 2". Alex Butwinski seconded. Motion unanimously carried.

V NEW BUSINESS

1. Consideration of a Plat Amendment for 2460 / 2520 Sunny Slopes Drive, Park City, Utah – Planner Francisco Astorga explained that the property was platted as part of the Gleneagles Subdivisio. A single family dwelling was constructed and an admistrative lot line adjustment was made in 1993 to accommodate an addition to the dwelling but for some reason, the lot line adjustment was never recorded. The property owner has submitted a plat amendment application to move forward with approval. The Planning Commission forwarded a positive recommendation and staff recommends approval. Clarification on the property line adjacent to the street was made in response to a question from the Mayor and discussion ensued on the timing of the state's subdivision regulations.

The Mayor opened the public hearing; there was no input and the public hearing was closed. Liza Simpson, "I move that we approve the Gleneagles 12R and 13R plat amendment based on the findings of fact, conclusions of law, and conditions of approval as found in the draft ordinance". Dick Peek seconded. Motion unanimously carried.

2. Consideration of a Plat Amendment for 2550 Deer Valley Drive, Park City, Utah – Francisco Astora stated that the applicant has requested a continuance to January 10, 2013. The Mayor opened the public hearing; there were no comments from the public. Alex Butwinski, "I move that we continue the plat amendment for 2550 Deer Valley Drive to January 10th". Dick Peek seconded. Motion unanimously carried.

3. Consideration of an Amendment to Record of Survey, 1400 Deer Valley Drive, Park City, Utah – Planner Astorga explained that is a condominium record of survey at Fawngrove for Unit 1 to expand an entry area by approximately 120 square feet. The density for Fawngrove is based on the number of units and not square footage. The Mayor opened the public hearing; there were no comments and the public hearing was closed. Dick Peek, "I move to approve the First Amendment to the Fawngrove Condominium Phase 1". Andy Beerman seconded. Motion unanimously carried.

4. Consideration of a City Services Agreement with the Park Silly Sunday Market for 2013, in a form approved by the City Attorney – Jon Weidenhamer explained that this is a one-year contract for this summer. The agreement reflects four changes including possibly expanding the footprint of the Farmers Market to the BrewPub or Swede Alley surface lots which will be confirmed in the Supplemental Plan. There is provision to accommodate the Tour of Utah and a reduction in cash from \$85,000 to \$80,000 to \$65,000. There is a requirement to establish a working group consisting of representation from the City Council, HPCA and PSSM. The Supplemental Plan will address noise, parking, and transit. Liza Simpson asked that the map of the use areas be corrected and posted on-line to show that the Swede Alley surface lots might be utilized for the Farmers Market.

Andy Beerman asked for clarification on the role of the working group. Charlie Johnson, attorney for PSSM, explained that the purpose of the working group is to provide an opportunity to communicate any issues and to make parties accountable. Liza Simpson

was pleased that a working group has been established so that the oversight of vendors is adequately addressed. Alex Butwinski asked about the Tour of Utah date and if PSSM gains an additional Sunday and Mr. Weidenhamer explained that it is not in the Agreement but felt it is not an issue. The Mayor opened the public hearing.

Alison Butz stated that the HPCA is in support of the contract as written. A preliminary meeting was held about the type of issues that will be discussed by the working group and a tentative schedule for meetings has been established. She thanked the City Council for looking at this.

Kimberly Kuehn, PSSM, introduced her sister Katie Boyd who will be working with her. She expressed her excitement about the working group. Their goal is to stay on Main Street and to work together. She thanked the City Council and expressed that she liked the idea of using Swede Alley for the expansion of the Farmers Market which has been popular.

With no further public input, the public hearing was closed. The Mayor expressed his appreciation of the willingness of PSSM to work on issues. Andy Beerman, "I move we approve the City Services Agreement with the Park Silly Market for 2013". Dick Peek seconded. Motion unanimously carried.

VI ADJOURNMENT

With no further business, the regular meeting of the City Council was adjourned.

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 1 p.m. Members in attendance were Mayor Dana Williams, Andy Beerman, Alex Butwinski, Cindy Matsumoto, Dick Peek, and Liza Simpson. Staff present was Diane Foster, Interim City Manager; Clint McAfee, Water Manager; Joan Card, Environmental and Regulatory Manager; Tom Daley, Deputy City Attorney; Brooke Moss, Human Resources Manager, Jolene Weston, Consultant; and Mark Harrington, City Attorney. Dick Peek, "I move to close the meeting to discuss personnel, litigation and property". Andy Beerman seconded. Motion carried unanimously. The meeting opened at approximately 3:15 p.m. Cindy Matsumoto, "I move to open the meeting". Liza Simpson seconded. Motion unanimously carried.

The meeting for which these minutes were prepared was noticed by posting at least 24 hours in advance and by delivery to the news media two days prior to the meeting.

Prepared by Janet M. Scott, City Recorder

**PARK CITY REDEVELOPMENT AGENCY
SUMMIT COUNTY, UTAH
NOVEMBER 29, 2012**

I ROLL CALL

Chairman Dana Williams called the regular meeting of the Redevelopment Agency to order at approximately 6:00 p.m. at the Marsac Municipal Building on Thursday, November 29, 2012. Members in attendance were Dana Williams, Andy Beerman, Alex Butwinski, Cindy Matsumoto, Dick Peek, and Liza Simpson. Staff present was Diane Foster, Interim Executive Director; and Mark Harrington, City Attorney.

II PUBLIC INPUT

There was none.

III NEW BUSINESS

Resolution of the Governing Board of the Park City Redevelopment Agency approving the Amendment to the Redevelopment Plan for the Lower Park Avenue Redevelopment Project for the Lower Park Avenue Redevelopment Project Area. Strategic Initiatives Manager Bret Howser explained that action taken in September by the Taxing Entity Committee to extend the term of the Lower Park RDA through 2030 requires several actions, one of which is to amend the Redevelopment Plan that was approved in 1990 to accommodate that extension.

Chair Williams opened the public hearing and with no comments from the audience closed the public hearing.

Liza Simpson, "I move we Amendment to the Redevelopment Plan for the Lower Park Avenue Redevelopment Project for the Lower Park Avenue Redevelopment Project Area." Alex Butwinski seconded. Motion unanimously carried.

V ADJOURNMENT

With no further business, the regular meeting of the Redevelopment Agency was adjourned.

The meeting for which these minutes were prepared was noticed by posting at least 24 hours in advance and by delivery to the news media two days prior to the meeting.

Prepared by Sharon Bauman, Deputy Secretary

**PARK CITY MUNICIPAL BUILDING AUTHORITY
SUMMIT COUNTY, UTAH
JANUARY 5, 2012**

I ROLL CALL

Chairman Dana Williams called the regular meeting of the Municipal Building Authority to order at approximately 6:40 p.m. at the Marsac Municipal Building on Thursday, January 5, 2012. Members in attendance were Dana Williams, Andy Beerman, Alex Butwinski, Cindy Matsumoto, Dick Peek, and Liza Simpson. Staff present was Tom Bakaly, Executive Director and Mark Harrington, City Attorney.

II PUBLIC INPUT

None.

III MINUTES OF MEETING OF JUNE 16, 2011

Cindy Matsumoto, "I move to approve the minutes of the meeting of June 16, 2011". Liza Simpson seconded. Andy Beerman abstained from voting. Motion carried.

Andy Beerman	Abstention
Alex Butwinski	Aye
Cindy Matsumoto	Aye
Dick Peek	Aye
Liza Simpson	Aye

IV CONSENT AGENDA

Resolution establishing a regular meeting date, time, and location for 2012 meetings and appointing officers of the Board of Directors of the Park City Municipal Building Authority - Dick Peek, "I move approval of the Consent Agenda". Liza Simpson seconded. Motion unanimously carried.

V ADJOURNMENT

With no further business, the regular meeting of the Municipal Building Authority was adjourned.

The meeting for which these minutes were prepared was noticed by posting at least 24 hours in advance and by delivery to the news media two days prior to the meeting.

Prepared by Janet M. Scott, Secretary

Janet M. Scott
Janet M. Scott, Secretary



**PARK CITY WATER SERVICE DISTRICT MEETING
SUMMIT COUNTY, UTAH
JANUARY 5, 2012**

I ROLL CALL

Chairman Dana Williams called the regular meeting of the Water Service District to order at approximately 6:50 p.m. at the Marsac Municipal Building on Thursday, January 5, 2012. Members in attendance were Dana Williams, Andy Beerman, Alex Butwinski, Cindy Matsumoto, Dick Peek, and Liza Simpson. Staff present was Tom Bakaly, Executive Director and Mark Harrington, City Attorney.

II PUBLIC INPUT

None.

III MINUTES OF MEETING OF JANUARY 6, 2011

Cindy Matsumoto, "I move approval of the minutes of the meeting of January 6, 2011". Liza Simpson seconded. Andy Beerman abstained from voting. Motion carried.

Andy Beerman	Abstention
Alex Butwinski	Aye
Cindy Matsumoto	Aye
Dick Peek	Aye
Liza Simpson	Aye

IV CONSENT AGENDA

Resolution establishing a regular meeting date, time, and location for 2012 meetings and appointing officers of the Board of Directors of the Park City Water Service District – Liza Simpson, "I move approval of the Consent Agenda". Andy Beerman seconded. Motion unanimously carried.

V ADJOURNMENT

With no further business, the regular meeting of the Water Service District was adjourned.

The meeting for which these minutes were prepared was noticed by posting at least 24 hours in advance and by delivery to the news media two days prior to the meeting.

Prepared by Janet M. Scott, Secretary



City Council Staff Report

Subject: Mayor Pro Tem and Alternate Appointments and Resolutions setting forth 2013 meeting dates
Author: Janet M. Scott, City Recorder
Department: City Manager's Office
Date: January 10, 2013
Type of Item: Administrative

Summary Recommendations:

Appointment of Alex Butwinski as Mayor Pro Tem and Dick Peek as Alternate Mayor Pro Tem and adopt resolutions setting forth meeting dates for the City Council and its related agencies are recommended actions in order to comply with our municipal code and state law.

Topic/Description:

Mayor Pro Tem appointments and setting meeting dates are housekeeping matters which occur at the first meeting of the year. Setting an annual meeting schedule is a requirement of the Utah Open and Public Meetings Act. The annual meeting notice is often required as an attachment to bond resolutions; all meetings require at least a 24 hour public notice period.

Background:

Over the years, there has been an effort to provide all City Council members the opportunity to serve as Mayor pro Tem, and historically the alternate Mayor Pro Tem moves into the Mayor Pro Tem position the next year. Selection criteria include the consideration of the highest number of votes garnered in an election and years of service on the City Council. Typically, these members have been appointed as Mayor Pro Tem and Alternate Mayor Pro Tem for one year terms.

Analysis:

Last year Cindy Matsumoto served as Mayor Pro Tem and Alex Butwinski as the Alternate. Applying past methodology would designate Alex Butwinski as the Mayor Pro Tem and Dick Peek, who has not yet served as Mayor Pro Tem and received the highest number of votes in the last Municipal General Election, as the Alternate Mayor Pro Tem.

It should be emphasized that the manner of appointments is at the sole discretion of the Mayor and City Council and can be modified at any time with the majority vote of the City Council.

Department Review:

City Manager and Legal.

Alternatives:

Approve: Use past methodology and appoint Alex Butwinski as Mayor Pro Tem and Dick Peek as the Alternate Mayor Pro Tem. Approve the resolutions adopting meeting dates.

Deny: This is not a realistic option. The Council has the discretion to change the manner of appointing the Mayor Pro Tem and to change the time, dates, and/or location for meetings. However, state law requires that meeting dates be adopted by resolution which logically occurs at the first meeting of the year.

Continue the Item: If Council desires to reconsider the method of appointments and meeting dates, a continuance may be appropriate.

Recommendation:

Appointment of Alex Butwinski as Mayor Pro Tem and Dick Peek as Alternate Mayor Pro Tem and adopt resolutions setting forth meeting dates for the City Council and its related agencies are recommended actions in order to comply with our municipal code and state law.

Resolution No. 01-13

A RESOLUTION ESTABLISHING A REGULAR MEETING DATE, TIME, AND LOCATION FOR MEETINGS OF THE CITY COUNCIL OF PARK CITY, UTAH FOR 2013

BE IT RESOLVED by the City Council of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meetings of the Park City Council shall be held on Thursdays at 6 p.m. at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah. Regular meetings are open meetings, where agenda items are scheduled for public hearing and/or action. The time may change if it is felt appropriate to schedule issues of general interest at a time that may better accommodate the public. Meetings may be canceled when there is no pending business, no quorum, or the regular meeting date falls on a holiday.

The meeting schedule for the City Council in 2013 is as follows:

January 10, 24, 31	July 11, 18, 25
February 7, 14, 21, 28	August 1, 8, 15, 22, 29
March 7, 14, 21, 28	September 5, 12, 19, 26
April 4, 11, 18, 25	October 3, 10, 17, 24, 31
May 2, 9, 16, 23, 30	November 7, 14, 21
June 6, 13, 20, 27	December 5, 12, 19, 26

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given, including the agenda, date, time, and place of the meeting. The agenda will be posted at least twenty-four (24) hours prior to each regular meeting, and delivered to the local news media. The agenda for special or emergency meetings shall be noticed in the best manner practicable. The Mayor and Council may meet socially at an announced location after the meeting, but City business will not be conducted.

SECTION 3. WORK SESSIONS. Work sessions are open informational meetings, where new items are introduced or regular meeting agenda items are discussed for clarification prior to action. Typically, no formal action is scheduled or taken during a work session, but formal actions may be made to conduct the City's business, if it is deemed to be in the best interest of the public.

SECTION 4. CLOSED MEETINGS. Every meeting and work session is open to the public, unless closed pursuant to Sections 52-4-204 and 52-4-205 of the Utah Code. A closed meeting may be held if a quorum is present and upon the affirmative vote of two-thirds of the members of the public body present at an open meeting for which notice is given pursuant to Section 52-4-202. No closed meeting is allowed except for purposes expressly allowed under Section 52-4-205; provided no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a

closed meeting. A record of closed meetings shall be created and maintained in accordance with Section 52-4-206 of the Utah Code, as amended.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately.

PASSED AND ADOPTED this 10th day of January, 2013.

Resolution No. RDA 1-13

A RESOLUTION ESTABLISHING A REGULAR MEETING DATE, TIME, AND LOCATION FOR 2013 MEETINGS AND APPOINTING OFFICERS OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF PARK CITY, UTAH

BE IT RESOLVED by the Redevelopment Agency of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meetings of the Redevelopment Agency shall be held on Thursdays at 6 p.m. or immediately following the adjournment or preceding the convening of other meetings that may be scheduled at 6 p.m. Meetings shall be held at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah, except when there is no pending business or the regular meeting date falls on a holiday.

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given, including the agenda, date, time, and place of the meeting. The agenda will be posted at least twenty-four (24) hours prior to each regular meeting, and delivered to the local news media. The agenda for special or emergency meetings shall be noticed in the best manner practicable. The Board of Directors may meet socially at an announced location after the meeting, but City business will not be conducted.

SECTION 3. WORK SESSIONS. Work sessions are open informational meetings, where new items are introduced or regular meeting agenda items are discussed for clarification prior to action. Typically, no formal action is scheduled or taken during a work session, but formal actions may be made to conduct the City's business, if it is deemed to be in the best interest of the public.

SECTION 4. CLOSED MEETINGS. Every meeting and work session is open to the public, unless closed pursuant to Sections 52-4-204 and 52-4-205 of the Utah Code. A closed meeting may be held if a quorum is present and upon the affirmative vote of two-thirds of the members of the public body present at an open meeting for which notice is given pursuant to Section 52-4-202. No closed meeting is allowed except for purposes expressly allowed under Section 52-4-205; provided no

ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. A record of closed meetings shall be created and maintained in accordance with Section 52-4-206 of the Utah Code, as amended.

SECTION 5. SPECIFIC MEETING DATES. The meeting schedule for the Redevelopment Agency in 2013 is as follows:

January 10, 24, 31	July 11, 18, 25
February 7, 14, 21, 28	August 1, 8, 15, 22, 29
March 7, 14, 21, 28	September 5, 12, 19, 26
April 4, 11, 18, 25	October 3, 10, 17, 24, 31
May 2, 9, 16, 23, 30	November 7, 14, 21
June 6, 13, 20, 27	December 5, 12, 19, 26

SECTION 6. APPOINTMENT OF OFFICERS. The officers of the Board of Directors of the Redevelopment Agency of Park City, Utah shall be as follows: The elected Mayor shall be the Chairman; the Mayor Pro Tempore shall be the Vice-Chairman; the Alternate Mayor Pro Tempore shall be the Alternate Vice-Chairman; the City Manager shall be the Executive Director; the City Recorder shall be the Secretary; and the Deputy City Recorder shall be the Deputy Secretary.

PASSED AND ADOPTED this 10th day of January, 2013.

Resolution No. MBA 1-13

A RESOLUTION ESTABLISHING A REGULAR MEETING DATE, TIME, AND LOCATION FOR 2013 MEETINGS AND APPOINTING OFFICERS OF THE BOARD OF DIRECTORS OF THE MUNICIPAL BUILDING AUTHORITY OF PARK CITY, UTAH

BE IT RESOLVED by the Municipal Building Authority of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meetings of the Municipal Building Authority shall be held on Thursdays at 6 p.m. or immediately following the adjournment or preceding the convening of other meetings that may be scheduled at 6 p.m. Meetings shall be held at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah, except when there is no pending business or the regular meeting date falls on a holiday.

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given, including the agenda, date, time, and place of the meeting. The agenda will be posted at the Marsac Municipal Building at least twenty-four (24) hours prior to each regular meeting, and delivered to the local news media. The agenda for special or emergency

meetings shall be noticed in the best manner practicable. The Board of Directors may meet socially at an announced location after the meeting, but City business will not be conducted.

SECTION 3. WORK SESSIONS. Work sessions are open informational meetings, where new items are introduced or regular meeting agenda items are discussed for clarification prior to action. Typically, no formal action is scheduled or taken during a work session, but formal actions may be made to conduct the City's business, if it is deemed to be in the best interest of the public.

SECTION 4. CLOSED MEETINGS. Every meeting and work session is open to the public, unless closed pursuant to Sections 52-4-204 and 52-4-205 of the Utah Code. A closed meeting may be held if a quorum is present and upon the affirmative vote of two-thirds of the members of the public body present at an open meeting for which notice is given pursuant to Section 52-4-202. No closed meeting is allowed except for purposes expressly allowed under Section 52-4-205; provided no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. A record of closed meetings shall be created and maintained in accordance with Section 52-4-206 of the Utah Code, as amended.

SECTION 5. SPECIFIC MEETING DATES. The schedule for Municipal Building Authority meetings in 2013 are as follows:

January 10, 24, 31	July 11, 18, 25
February 7, 14, 21, 28	August 1, 8, 15, 22, 29
March 7, 14, 21, 28	September 5, 12, 19, 26
April 4, 11, 18, 25	October 3, 10, 17, 24, 31
May 2, 9, 16, 23, 30	November 7, 14, 21
June 6, 13, 20, 27	December 5, 12, 19, 26

SECTION 6. APPOINTMENT OF OFFICERS. The officers of the Board of Directors of the Municipal Building Authority of Park City, Utah shall be as follows: The elected Mayor shall be the Chairman; the Mayor Pro Tempore shall be the Vice-Chairman; the Alternate Mayor Pro Tempore shall be the Alternate Vice-Chairman; the City Manager shall be the Executive Director; the City Recorder shall be the Secretary; and the Deputy City Recorder shall be the Deputy Secretary.

PASSED AND ADOPTED this 10th day of January, 2013.

Resolution No. WSD 1-13

**A RESOLUTION ESTABLISHING A REGULAR MEETING DATE,
TIME, AND LOCATION FOR 2013 MEETINGS
AND APPOINTING OFFICERS OF THE ADMINISTRATIVE CONTROL BOARD
OF THE PARK CITY WATER SERVICE DISTRICT**

BE IT RESOLVED by the Water Service District of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meetings of the Water Service District shall be held on Thursdays at 6 p.m. or immediately following the adjournment or preceding the convening of other meetings that may be scheduled at 6 p.m. Meetings shall be held at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah, except when there is no pending business or the regular meeting date falls on a holiday.

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given, including the agenda, date, time, and place of the meeting. The agenda will be posted at least twenty-four (24) hours prior to each regular meeting, and delivered to the local news media. The agenda for special or emergency meetings shall be noticed in the best manner practicable. Board members may meet socially at an announced location after the meeting, but City business will not be conducted.

SECTION 3. WORK SESSIONS. Work sessions are open informational meetings, where new items are introduced or regular meeting agenda items are discussed for clarification prior to action. Typically, no formal action is scheduled or taken during a work session, but formal actions may be made to conduct the City's business, if it is deemed to be in the best interest of the public.

SECTION 4. CLOSED MEETINGS. Every meeting and work session is open to the public, unless closed pursuant to Sections 52-4-204 and 52-4-205 of the Utah Code. A closed meeting may be held if a quorum is present and upon the affirmative vote of two-thirds of the members of the public body present at an open meeting for which notice is given pursuant to Section 52-4-202. No closed meeting is allowed except for purposes expressly allowed under Section 52-4-205; provided no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. A record of closed meetings shall be created and maintained in accordance with Section 52-4-206 of the Utah Code, as amended.

SECTION 5. SPECIFIC MEETING DATES. The meeting schedule for the Water Service District in 2013 is as follows:

January 10, 24, 31
February 7, 14, 21, 28
March 7, 14, 21, 28

July 11, 18, 25
August 1, 8, 15, 22, 29
September 5, 12, 19, 26

April 4, 11, 18, 25
May 2, 9, 16, 23, 30
June 6, 13, 20, 27

October 3, 10, 17, 24, 31
November 7, 14, 21
December 5, 12, 19, 26

SECTION 6. APPOINTMENT OF OFFICERS. The officers of the Administrative Control Board of the Park City Water Service District shall be as follows: The elected Mayor shall be the Chairman; the Mayor Pro Tempore shall be the Vice-Chairman; the Alternate Mayor Pro Tempore shall be the Alternate Vice-Chairman; the City Manager shall be the Executive Director; the City Recorder shall be the Secretary; and the Deputy City Recorder shall be the Deputy Secretary.

PASSED AND ADOPTED this 10th day of January, 2013.

City Council Staff Report



Subject: Parking Software Contract
Author: Brian Andersen, Parking & Fleet Admin Team Leader
Department: Public Works
Date: January 10, 2013
Type of Item: Administrative

Summary Recommendations:

Approve a contract with T2 Systems in the amount of \$158,600 for purchase of parking software to include capability of pay-by-cell-phone integration, real-time data transfer, online citation payment and appeals capability, and mobile license plate recognition.

Topic/Description:

Parking Software Contract

Background:

Parking enforcement became a function of the Public Works department in 1996, when the City first contracted parking enforcement. Parking Services has utilized a parking software package, which is now 16 years old and has reached the end of its useful life.

Through the years officers have written electronic citations in the field, with a data batch transfer occurring at the beginning of the following day. Often ticket recipients visit the office with ticket in hand before their citations are uploaded into the database, which causes lags in customer service.

Also during the past year the vendor of our popular in-car meter program has stopped making devices, and pay-by-cell-phone has gained in popularity as a replacement technology. The current software does not support a pay-by-cell-phone program.

The current software is used to:

- write citations;
- manage the appeals process;
- issue permits;
- manage owner connections for billings; and
- photo document citations with a separate camera (effective when available but this remains a very inefficient process with our outdated software).

Analysis:

Upon discovery that in-car meters would no longer be available, staff began researching options for alternative payment at the pay stations, which has been popular with locals. The option that emerged was pay-by-cell-phone, which has been used effectively with pay-and-display metered parking in other cities. However since transactions are electronic, such a system would require the ability to pass data to enforcement officers

in real time. At the same time staff began considering replacing the current software to gain customer service advantages, such as:

- photo documentation;
- real-time communication of data; and
- and license plate recognition for time limit enforcement and residential permit replacement.

Pay-by-phone to replace in-car meters – In-car meters (ICMs) are a vanishing technology. Our ICM vendor no longer makes or supports the devices, and City inventory of devices is depleted. As a popular option to replace ICMs, pay-by-phone capability has been developing in the parking industry since 2000 and pairs well with pay-and-display metered parking. Patrons register for an account including which vehicles they plan to park. Upon calling a predetermined phone number and keying in a four digit location code, users then select the length of parking time up to the parking limit. When time is about to expire, patrons receive an SMS text message and can add time to their parking session. This information is passed through to the parking enforcement software so that an officer will know if a session is still active on a polled vehicle. Software integration for third party pay-by-phone with any enforcement software is critical so that customers do not receive unwarranted tickets after making payment. Our current software does not have this capability but the software recommended under this report does. The system is very easy to use and is anticipated to be very popular amongst locals, similar to the ICM.

Enhancements to enforcement and customer service – Real-time communication would be a benefit of the new software, supporting enforcement activity and customer service. It is staff's experience with the current software vendor that they are unable to provide key integrations needed for the future, such as pay-by-phone or real-time photo documentation. The parking software market share leaders are very apt at integrating new developments and technologies into their software, which has assisted in providing customer service advances. This is the main reason for replacing the software. Key enhancements which would come with the new software are:

Pay-by-phone data transfer – This would be necessary to support a pay-by-phone option. Data would be passed in real time (parking time remaining per license plate) to parking officers.

Photo documentation – Currently this process is a manual process that is very inefficient and inconsistent. Ticket photos would pass to the database with the ticket information at the time the ticket is written, rather than days later while the photos taken are matched with the daily ticket batch.

With photo data passing in real-time, patrons and staff would be better informed of the ticket event at the front desk. This would allow patrons and staff to make more informed decisions for the choice of appealing or paying a ticket, thereby improving customer service.

License plate recognition – This technology would be used to enhance our ability to effectively manage time-limited parking and residential permit areas. This system records the license plate information and temporarily stores the plate “reads” and documenting photos during patrols of time and permit zones. Computerization of this task allows coverage of these sizeable patrol areas with more accuracy and efficiency. Only license plate data and documenting photos attached to a ticket are uploaded to the parking database, while all remaining plate information and photos are purged (or masked in the case of parking usage studies). To enforce time limits a start is recorded for each parked vehicle, followed by a stop time if the vehicle is found to be in violation. A person on foot is very inefficient for this process.

Longer time limits are more challenging for on-foot enforcement. Mobile license plate recognition adds the efficiency and photo documentation needed to enforce these areas. Since a license plate can be used as a permit number for this system, physical permits will no longer be needed in the residential permit zones, except for guests and visitors utilizing our 7-day lodging permits. A permit would no longer be an identifier that the vehicle will be staying in a given area overnight, eliminating potential theft targeting of these vehicles based on a permit hanging in the vehicle.

Integrating the permit program would save approximately \$3000 in permit costs annually.

Online ticket payment – Users would be able to go online via a web portal to pay tickets, updating the database in real time once the transaction processes. The web page will prompt for the vehicle license plate and the citation number.

Online ticket appeal – Users would be able to submit their written appeal online and have access to the citation photos before making their case.

Last year staff completed two RFPs for:

- A) a pay-by-cell-phone vendor, and;
- B) a software vendor for the system software.

The following is a brief summary of the procurements.

A) Pay-by-phone vendor procurement (informational) – This item is an informational item and does not require Council approval, but is a key item dependent on the overall software solution. For the pay-by-cell-phone procurement, staff received five proposals from Mobile NOW, Parkmobile USA, Pango Shyyny USA LLC, Quickpay, and Verrus Mobile Technologies. A team comprised of individuals from Public Works, Finance, Budget and IT departments reviewed the proposals and selected Verrus Mobile Technologies and Parkmobile USA as the most responsive proposers. After a “best and final offer” request to these two finalists, Verrus Mobile Technologies emerged as staff’s selection for pay-by-cell-phone services.

Proposer	Fee per Transaction
Parkmobile USA	35¢
Verrus Mobile Technologies	25¢ plus free SMS text reminder

Staff plans to implement pay-by-cell-phone in conjunction with the system software replacement indicated below.

B) System software vendor procurement – This item is the administrative item requiring Council approval. It is time to replace this software, and consideration of pay-by-phone only heightens this need.

For the system software procurement staff received three proposals from Aparc Systems, ESI Companies, and T2 Systems Inc. Our current software vendor did not submit a proposal. A review team with members from Public Works, Finance, Budget and IT reviewed the proposals, selected Aparc and T2 as the finalists, and made site visits to Boulder Colorado (T2) and Salt Lake City (Aparc).

Required elements in the RFP plus the two site visits where the committee members saw the proposed systems in action led the committee to a unanimous decision to recommend T2 Systems for the project. T2 had the stronger base software with the most functionality. While T2 Systems did not submit the least expensive proposal, they were the unanimous choice of the review team in terms of responsiveness and overall value as shown in the following table:

System Capability	Aparc	T2
Proposed system cost	\$145,843	\$158,600
Citation issuance & tracking	✓	✓
Account owner info	✓	✓
DMV License Plate lookups	additional cost	✓
Permits Management	LPR only	✓
Pay-by-phone integration	✓	✓
Mobile LPR (license plate recognition) integration	✓	✓
Real time photos (link and store with associated citation)	✓	✓
Online appeals	✓	✓
System Capability	Aparc	T2
Online payments	✓	✓
Cashiering system (for citation payments and permit sales)	cash/check additional cost	✓
Real time field data upload	✓	✓

(for officer handheld citation devices)		
Scofflaw* management	LPR only	✓

* A scofflaw is defined as "a person who flouts the law, especially by failing to comply with a law that is difficult to enforce effectively, such as scofflaws who have accumulated large debts in unpaid parking tickets." (Oxford Dictionaries, April 2010, Oxford University Press, 03 January 2013).

With a difference in price of \$12,757 but there were some elements in the Aparc proposal as additional custom programming that were included in the T2 proposal. Two major elements missing from the Aparc proposal were DMV lookup capability and a robust cashiering system. The cashiering solution system proposed by Aparc required additional programming costs to accept checks or cash, which is a basic element required in the proposal. These elements were standard inclusions in T2's proposal. The timeline for the program would implement all items by the end of May 2013, except the web portal for online payments and appeals which would follow during summer 2013.

Department Review:

This report was reviewed by individuals from the Executive, Budget, Finance, Public Works, Legal, and IT Departments.

Alternatives:

- A. Approve:** Staff recommends approving a contract with T2 Systems in the amount of \$158,600 for purchase of parking software to include capability of pay-by-cell-phone integration, real-time data transfer, online citation payment and appeals capability, and mobile license plate recognition.
- B. Deny:** Council could choose to deny the request. Doing so would require Parking Services and IT departments to continue working with outdated software support and leave the City without a suitable replacement for the in-car meter program and the devices will not last forever.
- C. Modify:** Council could choose to modify the request. Staff does not recommend this option due to the total system integration nature of this project.
- D. Continue the Item:** Council could choose delay consideration of this item, but doing so may delay implementation of the project.
- E. Do Nothing:** Council could choose to do nothing, but doing so have the same effect as continuing.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Accessible and world-class recreational facilities, parks and programs + Balance between tourism and local quality of life	- Reduced municipal, business and community carbon footprints	+ Shared use of Main Street by locals and visitors + Entire population utilizes community amenities	+ Streamlined and flexible operating processes + Ease of access to desired information for citizens and visitors
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Positive 	Neutral 	Positive 	Positive 
Comments: Using a vehicle equipped with LPR for time-limit patrols offset by increased efficiency in residential neighborhoods will result in a neutral carbon impact.				

Funding Source:

Funding is available in two CIPs and this project was anticipated in the budget process. The amount of \$98,000 is funded in CP0293 Parking System Software with the remainder of \$60,600 in CP0152 for the total amount of \$158,600. Both CIPs are funded from meter revenues.

Consequences of not taking the recommended action:

The in-car meters have reached the end of their useful life. These devices have been very popular, and staff anticipates pay-by-cell-phone a suitable replacement for these popular devices. Replacement of the system software is critical to this program and to improvements sought for customer service to maintain an effective parking system.

Recommendation:

Approve a contract with T2 Systems in the amount of \$158,600 for purchase of parking software to include capability of pay-by-cell-phone integration, real-time data transfer, online citation payment and appeals capability, and mobile license plate recognition.



City Council Staff Report

Subject: JSSD Mine Maintenance Agreement
Author: Kyle MacArthur
Department: Public Works/Water
Date: January 10, 2013
Type of Item: Administrative

Summary Recommendations:

Staff recommends Council authorize the City Manager to execute a Mine Maintenance Agreement, in a form approved by the City Attorney, with Jordanelle Special Services District (JSSD) for a term of one year with automatic renewals to continue for five years.

Topic/Description:

Water Strategic Plan

Source: Maintain tunnel sources to enable maximum source delivery.

Background:

The City and JSSD originally entered into a mine maintenance Agreement in October of 2003, and was amended in October of 2009 and again in October of 2010. The contract and subsequent amendments allowed the JSSD miners to work as needed in Spiro and Judge Tunnels, making much needed improvements to the overall conditions of both and resulting in their increased reliability as long term water sources. Significant progress has been made but continuous additional work will always be required. Security upgrades have been a recent priority and safety upgrades are needed in both tunnels. Replacement of old wooden framing (sets) in Judge with steel sets is necessary as a measure against tunnel collapse. Over the course of the last ten years, the miners have replaced approximately 80% of the sets. In Spiro, they have replaced 7000' of track in the last few years but still have 2000' left to complete. Track replacement is necessary to move heavy equipment and supplies to the far reaches of the tunnels, which is needed to ensure maintenance is performed over the entire length of the tunnels. The track system is also used during routine inspection of the tunnels, water quality investigations, and testing. An hourly rate established in the Agreement for a two-man crew plus the cost of materials will be the basis for billing.

On average, Judge Tunnel yields approximately 1,648 acre-feet per year and Spiro Tunnel approximately 6,161 acre-feet per year of which Park City has rights to use 3,266 acre-feet per year. Combined, the tunnels produce approximately 40% of the City's annual supply.

Analysis:

The continuation of the mine maintenance work is critical to the continued long term use of the tunnel sources. The JSSD miners have the historical knowledge and training that is vital to completing the work.

Under the terms of the Agreement, Park City would resume paying for a 3 man crew plus materials as needed for one year, with five years of automatic renewals.

Staff currently has a work plan outlined for the next two years which outlines specific tasks and projects to be completed in both tunnels. Based on an estimate of time and materials needed to complete these projects staff has planned work to remain within the current approved annual budget. Because the condition of the tunnels can change at any time, the Agreement is flexible to allow for changes to the work plan. A Quarterly Work Plan will be completed every three months which will allow staff to update the longer term work plan and reprioritize if necessary. The current plan also keeps 15% of the annual budget in reserve for emergency work that may need to take place in the event of a cave-in or other unforeseen issues.

Rates for the miners are based upon market research and are established in the Agreement as follows:

3 Man crew plus Equipment
(For hours as set forth in the Quarterly Work Plan)
Supervisor rate: \$50.00 per hour
Non-supervisor rate: \$40.00 per hour
Each crew shall have no more than one supervisor.

3 Man crew plus Equipment
(Emergency maintenance)
Supervisor rate: \$75.00 per hour
Non-supervisor rate: \$60.00 per hour
Each crew shall have no more than one supervisor.

In the past, staff has also investigated the possibility of hiring additional staff to perform the mine maintenance in house. However, as the workload decreases in scope from a full time repair project to a part-time preventive maintenance project, there is not a need for full time staff to perform the work.

Department Review:

This staff report has been reviewed by Public Works, Legal, and City Manager.

Alternatives:

A. Approve:

Staff recommends Council authorize the City Manager to execute the Mine Maintenance Agreement, in a form approved by the City Attorney, with Jordanelle Special Services District (JSSD) for a term of one year with automatic renewals to continue for five years.

B. Deny:

Council could deny Staff's recommendation. Staff does not recommend this as it would put about 40% of the City's water sources at risk.

C. Modify:

Council could modify Staff's recommendation. Modifications to the Agreement would need to go back to JSSD for approval and would delay needed maintenance in the Tunnels.

D. Continue the Item:

Council could continue the item. The timely recommencement of mine maintenance is critical. Staff does not recommend this option.

E. Do Nothing:

Staff does not recommend this alternative.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?		(+/-) Adequate and reliable water supply (+/-) Enhanced water quality and high customer confidence		
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Neutral 	Very Positive 	Neutral 	Neutral 
Comments:				

Funding Source:

Tunnel maintenance is funded with user fees and is included in the approved 5-year CIP budget.

Consequences of not taking the recommended action:

If the Agreement is not approved, the tunnels are at the risk of falling into disrepair. Water quality and quantity could both suffer as a result, and an eventual failure of one of the tunnels could require much more costly, large scale repair or abandonment. As they represent about 40% of Park City's water sources, the risk is significant.

Recommendation:

Staff recommends Council authorize the City Manager to a new Mine Maintenance Agreement, in a form approved by the City Attorney, with Jordanelle Special Services District (JSSD) for a term of one year with automatic renewals to continue for five years.



City Council Staff Report

Subject: Council Appointments to the Employee Transfer & Discharge Appeal Board
Author: Chris Morgan
Department: Human Resources
Date: January 10, 2013
Type of Item: Administrative

Summary Recommendations:

In accordance with Utah State and Municipal Codes, three Council member appointments are needed for a one-year term to serve on the Employee Transfer & Discharge Appeal Board. Two appointments are needed to serve as representatives and one in an alternate position. There are no ETDAB appeals filed or hearings scheduled at this time.

Topic/Description:

The Employee Transfer Discharge and Appeal Board (ETDAB) consists of two appointed council members and three elected full-time-regular employees. The employee representatives are elected by the body of current employees. An alternate is also chosen from both the City Council and employee groups.

Background:

In November of 1999 the City Council approved amendments to the ETDAB according to Section 2-6-2 within Title 2, Chapter 6 of the Municipal Code in conjunction with Park City Municipal Policies and Procedures and as set forth in Utah Code Annotated 10-3-1106, as amended. Except for certain positions as defined in Utah Code Annotated 10-3-1105, this statute prohibits the discharge or transfer of a full time regular employee to a position with less remuneration because of the employee's politics or religious belief, or incident to, or through changes, either in the elective officers, governing body, or heads of departments. The statute also provides that an employee subject to the protections in section 1106 who is discharged or transferred from one position to another, for any reason, shall have the right to appeal the discharge or transfer the ETDAB. There were two hearings in 2010, one hearing in 2011 and there has been one hearing in 2012.

Analysis:

The ordinance approving the amendments to the ETDAB was passed by the City Council in November of 1999. By ordinance, the appointment of council members must be made during the first regular council meeting of each year. The 2012 ETDAB board consists of two Council members, Liza Simpson and Richard Peek with Andy Beerman as an alternate, and four full-time-regular City employees. Staff elected to serve in 2013 are Karen Ovard (Finance Department), Mary Ford (Police Department), Tate Shaw (Recreation Department) and Pamela Evans (Library Department) and Brenda Wilde as

alternates. The ETDAB meets when a formal appeal challenging a transfer or discharge is filed by an eligible City employee.

Department Review:

Human Resources, Legal & Executive.

Alternatives:

A. Approve:

Council is being asked to appoint two members and an alternate as required by applicable codes.

B. Deny:

As the recommendation follows steps necessary to comply with applicable codes, denial is not recommended.

C. Modify:

No modification is recommended.

D. Continue the Item:

As the appointment timeline is established by code, no continuance is recommended.

E. Do Nothing:

As the recommendation follows that set by code, "do nothing" is not recommended.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	(+/-) Every City employee is an ambassador of first-class service		(+/-) Skilled, educated workforce	(+/-) Engaged, capable workforce
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Positive	Neutral	Positive	Positive
Comments:				

Funding Source:There is no funding source needed for this request.

Consequences of not taking the recommended action:

Failure to make the required appointments could leave the City out of compliance with the Municipal Code, Utah State Code as well as City policies and procedures. However, current members would continue to serve until replaced.

Recommendation:

The City Council should appoint two members and an alternate to serve on the Employee Transfer and Discharge Appeal Board for one year to remain in compliance with Park City and Utah State Code.

Judy McKie

164 Norfolk
Park City, UT 84060

T (415)902-8382

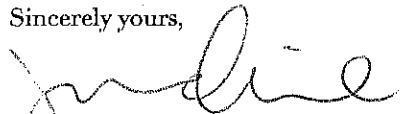
jmmckie@hotmail.com

December 5, 2012

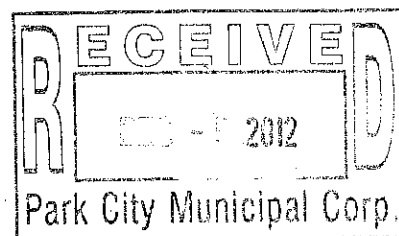
Dear Mr Mayor Dana Williams,

After a year and a half of serving on the Park City Historic Preservation Board it is with much sadness that I submit my resignation effective December 21, 2012. Truly, I have relished the opportunity to serve on the HPB as well as the friendships that have been created in doing so. I appreciate you and the City Council making my appointment and giving me the chance to serve on the board. I trust that you will find an equally amusing, I mean committed, replacement....

Sincerely yours,



Judy M. McKie



City Council Staff Report



Subject: Proposed Administrative Settlement Agreement and Order on Consent for EE/CA Investigation and Removal Action in the matter of Richardson Flat Tailings Site Operable Unit 4, aka Prospector Drain

Author: Joan Card and Jim Blankenau

Department: Sustainability

Date: January 10, 2013

Type of Item: Regular Session/Public Hearing—New Business

Summary Recommendations:

Council is advised to review the attached Proposed Administrative Order on Consent for Prospector Drain negotiated by Park City Municipal Corporation staff, the Environmental Protection Agency, the U.S. Fish and Wildlife Service, the Bureau of Land Management and the Utah Department of Environmental Quality.

Council is advised to direct Mayor Williams to sign the Administrative Order on Consent.

Background:

In 2009, EPA Region 8 notified Park City that the Prospector Drain is a “point source discharge” under the federal Clean Water Act and directed Park City to obtain a Utah Pollutant Discharge Elimination System (UPDES) permit for the Prospector Drain. The Prospector Drain is a shallow groundwater drain installed by the developer of the Prospector Park subdivision to drain the shallow aquifer in order to facilitate the construction of houses in the eastern portion of the neighborhood known as Prospector Square. The Drain is installed under the City right-of-way and the City-owned Prospector Park.

In 2008, Park City completed construction on an engineered wetland to treat a portion of the flow from the Prospector Drain. The engineered wetland is known as the Biocell and when it was installed, the Utah Division of Water Quality (DWQ) supported the action as a “best management practice” for contamination from Prospector Square; the DWQ did not determine the Drain to be a “point source discharge” at that time. Council advised staff to comply with the EPA directive and apply for a UPDES permit for the Drain (in addition to the Judge Tunnel and Spiro Tunnel).

EPA indicated its interest in designating the Prospector Drain as Operable Unit 4 (OU4) of the Richardson Flat Superfund Site. EPA’s stated intent is a complete cleanup of the lower Silver Creek floodplain. According to EPA, it will address the cleanup of middle and lower Silver Creek (OU3) with the mine company under an AOC much like the Prospector Drain AOC. Please see AOC Appendix A for the EPA map of OU3 and OU4.

Analysis:

Staff worked diligently for several months on the proposed AOC with EPA, the Department of the Interior agencies and the Utah Department of Environmental Quality. Staff believes the attached proposed AOC, including the Appendices *are agreeable* and staff recommends that Council proceed with a public hearing and regular session item for January 10, 2013 in anticipation of signing the AOC.

The proposed AOC would require, in general terms, the following:

- Requires PCMC to perform an Engineering Evaluation/Cost Analysis (EE/CA) that will include a complete investigation of the Drain and its zone of groundwater influence, in addition to an evaluation of cleanup alternatives and their associated cost estimates;
- Requires PCMC to conduct a Removal Action (the cleanup) as directed by EPA based on the results of the EE/CA;
- Requires PCMC to complete a Natural Resource Damages Draft Assessment and Restoration Analysis in concert with the EE/CA;
- Requires PCMC to pay for EPA, UDEQ and DOI oversight (these costs are required by law, routinely collected and unfortunately unknown);
- Requires PCMC to pay penalties for late submittals; and
- Requires PCMC to maintain a \$100,000 letter of credit for EPA's benefit.

The benefits of the proposed AOC include the following:

- Provides a Covenant Not to Sue *from* EPA, Utah and DOI to PCMC for Superfund liability for the Drain and its impacts;
- Provides a Covenant Not to Sue *to* EPA, Utah and DOI from PCMC for the Drain and its impacts;
- Provides PCMC Contribution Protection from UPCM and others for the Drain (other potentially responsible parties cannot sue the City under CERCLA¹ for costs the cleanup the Drain and its impacts);
- Limits the scope of Park City's activities in the lower Silver Creek watershed cleanup to Prospector Drain, its zone of influence and the Biocell;
- May offer flexibility or more options to clean up the Drain than the Clean Water Act may;
- Creates goodwill with EPA and demonstrates cooperation in any future Superfund liability allocation matter; and
- Requires EPA to maintain an administrative record for public viewing at the Park City Library.

The federal Superfund law imposes "strict liability" on entities or individuals who qualify as "potentially responsible parties." The law also affords EPA, Utah and DOI a great deal of discretion to take actions consistent with EPA's cleanup goals. Staff believes, on balance, the benefits of the AOC outweigh the costs, largely because of EPA's discretion to order actions and impose large civil penalties. This reports explores this further in the section "Consequences of not taking the recommended action" below.

¹ It is unknown what impact the CERCLA contribution protection would have on state law claims by others against the City, such as the Nadine Gillmor suit. Staff understands that the effect of CERCLA contribution protection on state law claims has not been tested in the Utah courts.

Department Review:

This report has been reviewed by Legal and Executive Departments.

Alternatives:**A. Approve:**

Council directs Mayor Williams to sign the AOC.

B. Deny:

Decline to enter the AOC and expect the consequences described in this report.

C. Modify:

Council may opt to propose adjustments to the AOC as proposed. This would require additional negotiations with EPA, DOI and UDEQ.

D. Continue the Item:

Council may take more time to review the AOC.

E. Do Nothing:

This alternative runs the risk of having the same consequences as denial.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Positively Impact?		Mitigate Mining Legacy Including Mine Waste, Soils and Physical Hazards		Facilitate Citizen Engagement, Public Participation and Timely Communication
Which Desired Outcomes might the Recommended Action Negatively Impact?				
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Neutral	Very Positive	Neutral	Positive

Funding Source:

There are currently sufficient environmental cleanup funds within the adopted Capital Improvement Plan (CIP) for this project. Initial costs will be for the completion of the Engineering Evaluation/Cost Analysis (EE/CA) and Natural Resource Damages data collection and analyses, which staff estimates will cost \$250,000-\$300,000 in Professional Services Contracts. Upon Council approval of the AOC, staff will procure professional services for these tasks and costs will be re-estimated and presented to Council. Once a project cost is established, the CIP will be adjusted as part of the regular prioritization process. Upon EPA approval of the EE/CA, PCMC will be directed by EPA to perform the next phase, the Removal Action, or the cleanup project. An early cost estimate has been prepared, but this estimate is subject to change based on EPA's directive after the completion of the EE/CA. Operation and maintenance (O&M) costs

have not been estimated. O&M will be determined once EPA issues its cleanup directive. At that time, staff will present to Council its recommendation for funding the O&M as part of the regular budgeting for outcomes process.

Consequences of not taking the recommended action:

City staff has negotiated the AOC with EPA, the DOI and UDEQ in good faith for several months in anticipation of reaching an agreement. If Council elects not to execute the AOC, the agencies may believe Park City is acting in bad faith. Also, cooperation with EPA is a factor when Superfund liability is allocated to a potentially responsible party. EPA may conclude that Park City is not a cooperator and Park City could be penalized in any future allocation of liability for cleanup or payment of cleanup costs.

Perhaps most importantly, EPA and the other agencies could, and staff believes they likely would, issue a Unilateral Administrative Order (UAO). A UAO would be very unfavorable to the City. A UAO would:

- Be non-negotiable;
- Include penalties;
- Require triple damages (EPA costs multiplied by 3);
- Not include protection from CERCLA lawsuits by others; and
- Not include a promise by the agencies not to sue.

Staff believes a key point here is that PCMC will be required to cleanup Prospector Drain either under the requirements of the Clean Water Act or this AOC (or a UAO if the City does not execute the AOC). EPA's preference is that the City address the Drain under this AOC to coordinate its cleanup plans for the lower Silver Creek watershed and, given the UAO alternative, staff sees no down side for the City. In addition, staff believes this AOC may allow more flexibility in cleanup options than the Clean Water Act, and ultimately may save the City significant capital and O&M costs.

Summary Recommendations:

Council is advised to review the attached Proposed Administrative Order on Consent for Prospector Drain negotiated by Park City Municipal Corporation staff, the Environmental Protection Agency, the U.S. Fish and Wildlife Service, the Bureau of Land Management and the Utah Department of Environmental Quality.

Council is advised to direct Mayor Williams to sign the Administrative Order on Consent.

Attachments:

Proposed AOC with Appendices

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 8,
UNITED STATES BUREAU OF LAND MANAGEMENT,
UNITED STATES FISH AND WILDLIFE SERVICE,
THE UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY,
AND
THE STATE OF UTAH NATURAL RESOURCE TRUSTEE

IN THE MATTER OF:	)	ADMINISTRATIVE SETTLEMENT
	)	AGREEMENT AND ORDER ON
Richardson Flat Tailings Site	)	CONSENT FOR EE/CA INVESTIGATION
Operable Unit 4	)	AND REMOVAL ACTION
Park City, Utah	)	
	)	
Park City Municipal Corporation,	)	
	)	
Respondent.	)	
	)	
Proceeding Under Sections 104, 106(a),	)	U.S. EPA Region 8
107 and 122 of the Comprehensive	)	CERCLA Docket No. _____
Environmental Response, Compensation,	)	
and Liability Act, as amended,	)	
42 U.S.C. §§ 9604, 9606(a), 9607	)	
and 9622.	)	
_____	)	

I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Settlement Agreement and Order on Consent (Settlement Agreement) is entered into voluntarily by the Respondent, Park City Municipal Corporation (Park City), and the U.S. Environmental Protection Agency (EPA), the Bureau of Land Management (BLM), the U.S. Fish and Wildlife Service (FWS), the Utah Department of Environmental Quality (UDEQ), and the State of Utah Natural Resource Trustee. This Settlement Agreement provides for the preparation and performance of an Engineering Evaluation/Cost Analysis (EE/CA) and a non-time critical removal action (Removal Action) for operable unit 4 (OU4) of the Richardson Flat Tailings Site located near Park City, Utah, as depicted on the map attached as Appendix A. This Settlement Agreement also provides for the reimbursement of Future Response Costs incurred by EPA and BLM in connection with the EE/CA and Removal Action for OU4. In addition, this Settlement Agreement provides for the preparation of a Natural Resource Injury Assessment and Restoration Alternatives Analysis for OU4 and the reimbursement of the Natural Resource Trustees' Future Assessment Costs.

2. This Settlement Agreement is issued under the authority vested in the President of the United States by Sections 104, 106(a), 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9604, 9606(a), 9607 and 9622, as amended (CERCLA). This authority was delegated to the Administrator of EPA and the Secretary of the Interior on January 23, 1987, by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), as amended. This authority was further delegated by the EPA Administrator to Regional Administrators on May 11, 1994, by EPA Delegation Nos. 14-14-C and 14-14-D and by the Interior Secretary to the Director of FWS and the Director of BLM pursuant to Part 207, Chapter 7 of the Department of the Interior's Manual. The authority delegated to the Regional Administrator of EPA Region 8 was further delegated to the Assistant Regional Administrator, Office of Ecosystem Protection and Remediation by EPA Delegation No. 14-14-C. The authority delegated to the Directors of BLM and FWS was further delegated to the BLM State Directors and FWS Regional Directors, respectively.

3. In accordance with Sections 104(b)(2) and 122(j)(1) of CERCLA, 42 U.S.C. §§ 9604(b)(2) and 9622(j)(1), the EPA notified the U.S. Department of the Interior and the State of Utah of the release of hazardous substances that may have resulted in injury to the natural resources under federal and state trusteeship at OU4 and of negotiations with potentially responsible parties.

4. The Parties recognize that this Settlement Agreement has been negotiated in good faith and that the actions undertaken by Park City in accordance with this Settlement Agreement do not constitute an admission of any liability. Park City does not admit, and retains the right to controvert in any subsequent proceedings, other than proceedings to implement or enforce this Settlement Agreement, the validity of the findings of facts, conclusions of law, and determinations in Sections V and VI of this Settlement Agreement. Furthermore, Park City does not admit any responsibility or liability for environmental nor contaminant issues at the Site. The

Parties agree to comply with and be bound by the terms of this Settlement Agreement and further agree that they will not contest the basis or validity of this Settlement Agreement or its terms.

II. PARTIES BOUND

5. This Settlement Agreement applies to and is binding upon the Parties and their successors and assigns. Any change in ownership or corporate status of Park City including, but not limited to, any transfer of assets or real or personal property shall not alter Park City's responsibilities under this Settlement Agreement.

6. Park City shall ensure that its contractors, subcontractors, and representatives receive a copy of this Settlement Agreement and comply with this Settlement Agreement. Park City shall be responsible for any noncompliance with requirements of this Settlement Agreement.

7. Each undersigned representative of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to execute and legally bind his or her Party to this Settlement Agreement.

III. STATEMENT OF PURPOSE

8. In entering into this Settlement Agreement, the objectives of the Parties are: (a) to determine the nature and extent of contamination and any threat to the public health, welfare, or the environment caused by the release or threatened release of hazardous substances, pollutants or contaminants at or from OU4 by conducting an engineering evaluation as more specifically set forth in the EE/CA Work Plan for OU4 attached as Appendix C to this Settlement Agreement; (b) to identify and evaluate alternatives to prevent, mitigate or otherwise respond to or remedy any release or threatened release of hazardous substances, pollutants or contaminants at or from OU4 by conducting a cost analysis as more specifically set forth in the EE/CA Work Plan; (c) to conduct all actions necessary to implement the Removal Action to be selected in the Action Memorandum for OU4, in accordance with the Removal Action Work Plan for OU4 to be developed hereunder; (d) to assess injuries to natural resources and identify and evaluate opportunities for coordinating or integrating implementation of natural resource restoration with the Removal Action to be selected for OU4; and (e) to recover response and assessment costs incurred by the Environmental Agencies with respect to this Settlement Agreement.

9. The Work conducted under this Settlement Agreement is subject to oversight and approval by EPA and, with respect to the Work occurring on or affecting land under the jurisdiction, custody or control of BLM (identified herein as the "Silver Maple Claims"), the concurrence of BLM, and shall provide all appropriate and necessary information to assess conditions at OU4 and evaluate alternatives to the extent necessary to select a response action that will be consistent with CERCLA and the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Part 300 (NCP). Park City shall conduct all Work under this Settlement Agreement in

compliance with CERCLA, the NCP, and all applicable EPA guidance, policies, and procedures.

10. Park City shall be responsible for preparing the Natural Resource Injury Assessment and Restoration Alternatives Analysis for OU4. The Natural Resource Injury Assessment and Restoration Alternatives Analysis prepared pursuant to this Settlement Agreement is subject to the approval of the Natural Resource Trustees and shall provide all appropriate and necessary information to identify and quantify any actual and potential injuries to natural resources at OU4, including injuries that may have already occurred as a result of the release of hazardous substances at or from OU4, and injuries that could result from potential removal actions and evaluate restoration alternatives to the extent necessary to prepare a restoration plan to restore, rehabilitate or replace injured resources.

11. In implementing this Settlement Agreement, Park City shall coordinate with the Natural Resource Trustees. As further described in the Scope of Work attached hereto as Appendix D, the Natural Resource Trustees shall be provided with substantial and meaningful opportunities to review and comment on plans, reports, and other items submitted to EPA for approval under this Settlement Agreement in order to ensure (a) that the EE/CA activities undertaken hereunder are coordinated with the Natural Resource Injury Assessment and Restoration Alternatives Analysis; and (b) that the development, evaluation, and selection of removal action alternatives can take into consideration the anticipated effects of such removal actions on natural resources and, where appropriate, can take into consideration opportunities for efficient coordination of removal actions and natural resource restoration measures.

IV. DEFINITIONS

12. Unless otherwise expressly provided in this Settlement Agreement, terms used in this Settlement Agreement which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

“Action Memorandum for OU4” shall mean the Action Memorandum that will be issued for OU4 upon completion of the EE/CA for OU4.

“BLM” shall mean the United States Bureau of Land Management and any successor departments or agencies of the United States.

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 *et seq.*

“Day” shall mean a calendar day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or Federal holiday, the period shall run until the close of business of the next working day.

“EE/CA Work Plan” shall mean the work plan for the performance of the EE/CA for OU4 attached hereto as Appendix C. The EE/CA Work Plan is incorporated into this Settlement Agreement and is an enforceable part of this Settlement Agreement. In the event of a conflict between this Settlement Agreement and the EE/CA Work Plan, this Settlement Agreement shall control.

“Effective Date” shall be the effective date of this Settlement Agreement as provided in Section XXXIV.

“Environmental Agencies” shall mean EPA, BLM, FWS, UDEQ, and the State Natural Resource Trustee.

“EPA” shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

“Federal Environmental Agencies” shall mean EPA, BLM, and FWS.

“Federal Trustees” shall mean BLM and FWS.

“Future Assessment Costs” shall mean all costs incurred by the Natural Resource Trustees consistent with 43 C.F.R Part 11 in the oversight, review, comment and technical assistance provided on the Natural Resource Injury Assessment and Restoration Alternatives Analysis as further described in the Scope of Work attached hereto as Appendix D.

“Future Response Costs” shall mean all costs, including, but not limited to, direct and indirect costs, that EPA and BLM incur in reviewing or developing plans, reports and other items pursuant to this Settlement Agreement, verifying the Work, or otherwise implementing, overseeing, or enforcing this Settlement Agreement, including but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, Agency for Toxic Substances and Disease Registry (“ATSDR”) costs, the costs incurred pursuant to Paragraph 50 (costs and attorneys fees and any monies paid to secure access, including the amount of just compensation), Paragraph 70 (emergency response), and Paragraph 98 (work takeover).

“FWS” shall mean the United States Fish and Wildlife Service and any successor departments or agencies of the United States.

“Institutional Controls” shall mean proprietary controls and state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices that: (i) limit land, water, and/or resource use to minimize the potential for exposure to Waste Materials at the Site; (ii) limit land, water, and/or resource use to implement, ensure non-interference with, or ensure the protectiveness of the Removal Action; and/or (iii) provide information intended to modify or guide human behavior at the Site.

Interest” shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

“Middle Reach” shall mean that portion of OU3, consisting of approximately 116 acres, that is near the eastern end of the Prospector Park in Park City, Utah, and extends to U.S. Highway 40 and includes the Silver Maple Claims portion of the Site. OU3 is depicted generally on the map attached as Appendix A and the Silver Maple Claims portion of OU3 is depicted generally on the map attached as Appendix B.

“National Contingency Plan” or “NCP” shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

“Natural Resource Trustees” shall mean FWS, BLM, and the State Natural Resource Trustee

“Natural Resource Injury Assessment and Restoration Alternatives Analyses” shall mean the activities described in Section X of this Settlement Agreement and the Scope of Work attached hereto as Appendix D.

“OU1 Repository” shall mean the mine waste repository constructed in accordance with the July 7, 2005 Record of Decision selecting the remedy for OU1 of the Site.

“OU3” shall mean an area beginning at the southern and most up gradient portion of the Silver Maple Claims and then proceeding downstream to the Middle Reach and including parcels formerly addressed by the RI/FS for OU2 identified as all or a portion of Summit County Assessor parcel numbers SS-28-A-1-X, SS-27-B-X, SS-28-A-X, SS-56, SS-56-A-1, SS-56-UP-X, SS-56-A, SS-64-A, SS-64-1000-UP-X, SS-65-A-3-1, SS-65-A-5, SS-65-A-3, SS-65-1, SS-65-A-6, SS-88 and excluding any areas within OU4. OU3 is depicted generally on the map attached as Appendix A and the Silver Maple Claims are depicted generally on the map attached as Appendix B.

“OU4” shall mean the discharge from the Prospector Drain, which is identified by EPA and UDEQ as a point source pursuant to the Clean Water Act that has caused or has the potential to cause a release of hazardous substances at or from the Site and includes any areas in close proximity necessary to accomplish the response action goals. OU4 is depicted generally on the map attached hereto as Appendix A.

“Paragraph” shall mean a portion of this Settlement Agreement identified by an Arabic numeral.

“Parties” shall mean EPA, BLM, FWS, UDEQ, the State Natural Resource Trustee, and Park City.

“Park City” shall mean Park City Municipal Corporation.

“Removal Action” shall mean all actions necessary to implement the non-time critical removal action remedy to be selected in the Action Memorandum for OU4 at the conclusion of the EE/CA for OU4 including post-removal site control.

“Removal Action Work Plan” shall mean the work plan to be developed in accordance with this Settlement Agreement for the implementation of the Removal Action for OU4. The Removal Action Work Plan will be incorporated into this Settlement Agreement and will be an enforceable part of this Settlement Agreement as are any modifications made thereto in accordance with this Settlement Agreement. In the event of a conflict between this Settlement and the Removal Action Work Plan, this Settlement Agreement shall control.

“Section” shall mean a portion of this Settlement Agreement identified by a Roman numeral.

“Settlement Agreement” shall mean this Administrative Settlement Agreement and Order on Consent and all appendices attached hereto (listed in Section XXXIII). In the event of conflict between this Settlement Agreement and any appendix, this Settlement Agreement shall control.

“Silver Maple Claims” shall mean that portion of the Site comprising public land under the jurisdiction, custody, or control of the BLM, consisting of approximately 34 acres, near the eastern end of the Prospector Park in Park City, Utah, as depicted generally on the map attached as Appendix B.

“Site” shall mean the areas depicted generally as OU1, OU2, OU3 and OU4 on the map attached as Appendix A. The Site shall also include any areas in close proximity to the property previously described and necessary to accomplish the response action goals.

“State” or “State of Utah” shall mean the State of Utah by and through UDEQ and the State Natural Resource Trustee.

“State Natural Resource Trustee” shall mean the Natural Resource Trustee for the State of Utah.

“UDEQ” shall mean the State of Utah Department of Environmental Quality.

“UPCM” shall mean United Park City Mines Company.

“Waste Material” shall mean 1) any “hazardous substance” under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14) and 2) any “pollutant or contaminant” under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33).

“Work” shall mean all activities Park City is required to perform under the EE/CA Work Plan, the Removal Action Work Plan or any other work plan developed and approved pursuant to this Settlement Agreement, except those activities required by Section XV (Retention of Records).

V. FINDINGS OF FACT

13. Mining operations undertaken by various entities within the Park City Mining District reportedly produced approximately 16 million tons of ore between 1875 and 1982. As a result of contamination resulting from such operations, EPA proposed to include the Richardson Flat Tailings Site on the National Priorities List (NPL) on June 24, 1988. Due to scoring issues and comments received during the public comment period, the Site was removed from NPL consideration in February 1991. The Site was re-proposed for the NPL on February 7, 1992. No action has been taken with regard to finalizing this proposed listing.

14. Since the proposed listing, the Site has been expanded and EPA has organized the Site into four operable units (OUs).

15. On July 7, 2005, EPA, with the concurrence of UDEQ, issued a Record of Decision (ROD) selecting the remedy for OU1, an area covering approximately 258 acres, which acreage includes a tailings impoundment covering approximately 160 acres of land immediately southeast of the junction of U.S. Highway 40 and Utah Highway 248 in Summit County, Utah. The selected remedy provided for removing contaminated sediments from nearby wetlands and covering contaminated sediments in diversion ditches. In addition, the remedy provided for the consolidation and capping of waste material in a repository, and imposing deed restrictions on future land and ground water use. The ROD was subsequently modified to allow for the removal of contaminated sediments in the diversion ditches. UPCM is implementing this remedy in accordance with the provisions of the OU1 Consent Decree.

16. EPA initially designated OU2 of the Site to address mine waste and tailings created by various entities that had been transported downstream of OU1 along the banks of Lower Silver Creek, from U.S. Highway 40 on the southern end to Interstate 80 on the northern end. UPCM agreed to perform a remedial investigation and feasibility study pursuant to the RI/FS AOC for OU2 executed in September 2009. Thereafter, EPA determined that OU2 should be expanded and reconfigured to include two additional operable units.

17. OU3 encompasses approximately 836 acres located east of Park City in areas along Silver Creek. OU3 includes the Middle Reach, and parcels comprising approximately 720 acres of land along the flood plain of Silver Creek that were formerly part of OU2 (all or portions of Summit County Assessor parcel numbers SS-28-A-1-X, SS-27-B-X, SS-28-A-X, SS-56, SS-56-A-1, SS-56-UP-X, SS-56-A, SS-64-A, SS-64-1000-UP-X, SS-65-A-3-1, SS-65-A-5, SS-65-A-3, SS-65-1, SS-65-A-6, and SS-88).

18. OU4 consists of the outfall from Prospector Drain, an underground pipe that runs in the vicinity of a subdivision of Park City known as Prospector Square and a municipal park named Prospector Park. The Prospector Drain collects shallow groundwater from areas in and around Prospector Park and Prospector Square. It then discharges a portion of this flow to a constructed treatment wetland and the remainder to a natural wetland area on or near the Silver Maple Claims. OU4 also includes any areas in close proximity to the Prospector Drain necessary to accomplish the response action goals. The Prospector Drain was constructed in conjunction with the development of the Prospector Park and Prospector Square area during the late 1970s when buildings were built atop tailings material.

19. Water samples from the Prospector Drain have indicated elevated concentrations of cadmium, lead, zinc, and arsenic. Surface water sampling in certain stretches of Silver Creek has identified concentrations of cadmium, lead, and zinc that exceed water quality standards.

20. Park City is a municipal corporation organized and existing under the laws of the State of Utah. Park City is the current owner of portions of the property through which the Prospector Drain runs and is the current operator of the outfall from the Prospector Drain.

21. On behalf of the United States, BLM manages the Silver Maple Claims.

22. Exposure to heavy metals including lead, cadmium and arsenic may cause adverse health effects in humans. Ecosystems near sources of heavy metals may also experience adverse effects including loss of biodiversity, changes in community composition, decreased growth and reproductive rates in plants and animals, and neurological effects in vertebrates.

VI. CONCLUSIONS OF LAW AND DETERMINATIONS

23. Based on the Findings of Fact set forth above, and the administrative record supporting this response action, EPA has determined that:

- a. OU4 is a “facility” as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).
- b. The contamination found at OU4, as identified in the Findings of Fact above, includes “hazardous substances” as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

c. The conditions described in the Findings of Fact above constitute an actual and/or threatened “release” of hazardous substances from the facility as defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

d. Park City is a “person” as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

e. Park City is a responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a). Park City is an “owner” and “operator” of a facility as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2).

f. The actions required by this Settlement Agreement are necessary to protect the public health, welfare or the environment, are in the public interest, 42 U.S.C. § 9622(a), are consistent with CERCLA and the NCP, 42 U.S.C. §§ 9604(a)(1), 9622(a), and will expedite effective removal actions and minimize litigation, 42 U.S.C. § 9622(a).

g. EPA and BLM have determined that Park City is qualified to conduct the Work pursuant to this Settlement Agreement within the meaning of Section 104(a) of CERCLA, 42 U.S.C. § 9604(a), and will carry out the Work properly and promptly, in accordance with Sections 104(a) and 122(a) of CERCLA, 42 U.S.C. §§ 9604(a) and 9622(a), by complying with the terms of this Settlement Agreement.

VII. SETTLEMENT AGREEMENT AND ORDER

24. Based upon the foregoing Findings of Fact, Conclusions of Law, Determinations, and the administrative record for this Site, it is hereby ordered and agreed that the Parties shall comply with all provisions of this Settlement Agreement, including, but not limited to, all appendices to this Settlement Agreement and all documents incorporated by reference into this Settlement Agreement.

VIII. DESIGNATION OF CONTRACTOR, PROJECT COORDINATOR, AND ON-SCENE COORDINATOR

25. EE/CA

a. All Work conducted under this Settlement Agreement in performance of the EE/CA shall be under the direction and supervision of qualified personnel.

b. Park City has notified EPA that it intends to use the following personnel in carrying out the EE/CA Work for OU4: Park City personnel under the direction of James Blankenau and URS Corporation under the direction of Donald Champenois, Senior Project Manager. EPA hereby approves Park City’s selection of the foregoing contractors and personnel. Park City shall

notify EPA in writing of any changes or additions in the contractors or personnel used to carry out such Work, providing names, titles, and qualifications. EPA shall have the right to disapprove changes and additions to contractors or personnel in its discretion. If EPA disapproves in writing of any person's or contractor's technical qualifications, Park City shall notify EPA of the identity and qualifications of the replacement within thirty (30) days of the written notice. .

c. Park City has designated James Blankenau as its project coordinator who shall be responsible for administration of all actions by Park City required pursuant to this Settlement Agreement. EPA hereby approves Park City's selection of the foregoing project coordinator. To the greatest extent possible, the project coordinator shall be present on the Site or readily available during the Work. Park City shall have the right to change its project coordinator, subject to EPA's right to disapprove. Park City shall notify EPA thirty (30) days before such a change is made. The initial notification may be made orally, but shall be promptly followed by a written notification. If EPA disapproves of the designated project coordinator, Park City shall retain a different project coordinator and shall notify EPA of that person's name, address, telephone number and qualifications within fifteen (15) days following EPA's disapproval.

26. Removal Action.

a. All Work conducted under this Settlement Agreement by Park City in performance of the Removal Action shall be under the direction and supervision of qualified personnel. Within sixty (60) days following issuance of the Action Memorandum for OU4, and before the OU4 Removal Action Work commences, Park City shall notify EPA in writing of the names, titles, and qualifications of the personnel, including contractors, subcontractors, consultants and laboratories to be used in carrying out such Work. With respect to any proposed contractor, Park City shall demonstrate that the proposed contractor has a quality system which complies with ANSI/ASQC E4-1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs," (American National Standards Institute, 1994, or more recent version), by submitting a copy of the proposed contractor's Quality Management Plan (QMP). The QMP should be prepared in accordance with "EPA Requirements for Quality Management Plans (QA/R-2)," (EPA/240/B-01/002, March 2001 or subsequently issued guidance) or equivalent documentation as determined by EPA. The qualifications of the persons undertaking the Work for Park City shall be subject to EPA's review, for verification that such persons meet minimal technical background and experience requirements. This Settlement Agreement is contingent on Park City's demonstration to EPA's satisfaction that it is qualified to perform properly and promptly the Work. If EPA disapproves in writing of any person's technical qualifications, Park City shall notify EPA of the identity and qualifications of the replacement within thirty (30) days following the written notice. If EPA subsequently disapproves of the replacement, EPA reserves the right to terminate this Settlement Agreement, to conduct the removal, and to seek reimbursement of costs and penalties from Park City. Park City shall notify EPA in writing of any changes or additions in the personnel used to carry out the Work, providing their names, titles, and qualifications. EPA shall have the same

right to disapprove changes and additions to personnel as it has hereunder regarding the initial notification.

b. Within fifteen (15) days following issuance of the Action Memorandum for OU4, Park City shall designate a project coordinator who shall be responsible for administration of the OU4 Removal Action Work and shall submit to EPA the designated project coordinator's name, address, telephone number, and qualifications. To the greatest extent possible, project coordinator shall be present on the Site or readily available during performance of the Work. EPA retains the right to disapprove of a designated project coordinator. If EPA disapproves of the designated project coordinator, Park City shall retain a different project coordinator and shall notify EPA of that person's name, address, telephone number, and qualifications within fifteen (15) days following EPA's disapproval. Receipt by Park City's project coordinator shall constitute receipt by Park City of any notice or communication from EPA relating to this Settlement Agreement.

27. EPA has designated Kathryn Hernandez of EPA's Ecosystems Protection and Remediation Office, Region 8, as its project coordinator. EPA will notify Park City of a change of EPA's designated project coordinator. Park City shall direct all submissions required by this Settlement Agreement regarding the Work to EPA's project coordinator at:

Kathryn Hernandez
Project Manager
Superfund Remedial Section, 8EPR-RA
US EPA, Region 8
1595 Wynkoop Street
Denver, Colorado 80202

28. EPA's project coordinator shall have the authority lawfully vested in a remedial project manager (RPM) and on-scene coordinator (OSC) by the NCP. In addition, EPA's project coordinator shall have the authority consistent with the NCP, to halt any Work required by this Settlement Agreement, and to take any necessary response action when she determines that conditions at OU4 may present an immediate endangerment to public health or welfare or the environment. The absence of the EPA project coordinator from the Site shall not be cause for the stoppage or delay of Work.

29. EPA is the party responsible for oversight of Park City's performance of the Work pursuant to this Settlement Agreement with opportunity for substantial and meaningful involvement by UDEQ. EPA shall arrange for a qualified person to assist in its oversight and review of both the conduct of the EE/CA as required by Section 104(a) of CERCLA, 42 U.S.C. § 9604(a). Such person shall have the authority to observe all Work and make inquiries in the absence of EPA, but not to modify the EE/CA Work Plan.

30. EPA and Park City shall have the right, subject to Paragraph 25 or 26, to change their designated project coordinator. Park City shall notify EPA thirty (30) days before such a change is made. The initial notification may be made orally, but shall be promptly followed by a written notice. If EPA disapproves of the change in any designated project coordinator, Park City shall retain a different project coordinator and shall notify EPA of that person's name, address, telephone number and qualifications within fifteen (15) days following EPA's disapproval.

IX. EE/CA WORK TO BE PERFORMED

31. Park City shall conduct the Work activities related to performance of the OU4 EE/CA and the Removal Action in accordance with the provisions of this Settlement Agreement, the EE/CA Work Plan attached hereto as Appendix C, the Removal Action Work Plan to be developed hereunder, CERCLA, the NCP, and EPA guidance.

32. The Engineering Evaluation (EE) shall consist of collecting data to characterize conditions at OU4, determining the nature and extent of the contamination at or from OU4, and conducting treatability testing as necessary to evaluate the potential performance and cost of the treatment technologies that are being considered. The Cost Analysis (CA) shall determine and evaluate (based on treatability testing, where appropriate) alternatives for removal actions to prevent, mitigate or otherwise respond to or remedy the release or threatened release of hazardous substances, pollutants or contaminants at or from OU4. The alternatives evaluated must include but shall not be limited to the range of alternatives described in the NCP, and shall include removal actions that utilize permanent solutions and alternative treatment technologies or resource recovery technologies to the maximum extent practicable. In evaluating the alternatives, Park City shall address the factors required to be taken into account by Section 121 of CERCLA, 42 U.S.C. § 9621, and Section 300.415 of the NCP, 40 C.F.R. § 300.415 and applicable guidance. Upon request by EPA, Park City shall submit in electronic form all portions of any plan, report or other deliverable required to be submitted pursuant to provisions of this Settlement Agreement.

33. Upon receipt of the draft EE/CA Report (which shall contain Park City's evaluation of the durability, reliability and effectiveness of any proposed Institutional Control) EPA will evaluate, as necessary, the estimates of risk to the public and environment that are expected to remain after a particular remedial alternative has been completed and will evaluate the durability, reliability and effectiveness of any proposed Institutional Controls. Upon completion of the EE/CA, and following a public comment period, EPA, and to the extent removal activities will occur on or affect the Silver Maple Claims, BLM, with Park City's input, will issue the Action Memorandum detailing the scope of removal actions, if any, required for OU4.

34. Modification of the EE/CA Work Plan

a. If Park City identifies a need for additional data, Park City shall submit a memorandum documenting the need for additional data to the EPA project coordinator within seven (7) days of

identification. EPA in its discretion will determine whether the additional data shall be collected by Park City and whether it will be incorporated into plans, reports and other deliverables.

b. In the event of unanticipated or changed circumstances at OU4, Park City shall notify the EPA project coordinator within twenty-four (24) hours following discovery of the unanticipated or changed circumstances. In the event EPA determines that the immediate threat or the unanticipated or changed circumstances warrant changes in the EE/CA Work Plan, EPA shall modify or amend the EE/CA Work Plan in writing accordingly in a manner not inconsistent with Park City's obligations under this Settlement Agreement. Park City shall perform the EE/CA Work Plan as modified or amended.

c. EPA may, after consultation with Park City, determine that in addition to tasks defined in the initially approved EE/CA Work Plan, other additional Work consistent with Section III (Statement of Purpose) may be necessary to accomplish the objectives of the EE/CA. Park City agrees to perform these actions in addition to those required by the initially approved EE/CA Work Plan, including any approved modifications, if EPA determines that such actions are necessary for a complete EE/CA.

d. Park City shall confirm its willingness to perform the additional Work in writing to EPA within seven (7) days of receipt of the EPA request. If Park City objects to any modification determined by EPA to be necessary pursuant to this Paragraph, Park City may seek dispute resolution pursuant to Section XIX (Dispute Resolution). The EE/CA Work Plan shall be modified in accordance with the final resolution of the dispute.

e. Park City shall complete the additional Work according to the standards, specifications, and schedule set forth or approved by EPA in a written modification to the EE/CA Work Plan or written EE/CA Work Plan supplement. Subject to Paragraph 98, EPA reserves the right to conduct the Work itself at any point, to seek reimbursement from Park City and/or to seek any other appropriate relief.

f. Nothing in this Paragraph shall be construed to limit EPA's or BLM's authority to require performance of further response actions at the Site.

35. Meetings. Park City shall make presentations at, and participate in, meetings with the Environmental Agencies at the request of EPA during the initiation, conduct, and completion of the EE/CA. In addition to discussion of the technical aspects of the EE/CA, topics will include anticipated problems or new issues. Meetings will be scheduled at EPA's discretion.

36. Progress Reports. In addition to the plans, reports and other deliverables set forth in this Settlement Agreement, Park City shall provide to the Environmental Agencies quarterly progress reports by the 15th day of each January, April, July and October following the Effective Date until completion of the EE/CA. At a minimum, with respect to the preceding quarter, these progress reports shall (1) describe the actions which have been taken by Park City to comply with

this Settlement Agreement during that quarter, (2) include all results of sampling and tests and all other data received by Park City, (3) describe Work planned for the next two quarters with schedules relating such Work to the overall project schedule for EE/CA completion, and (4) describe all problems encountered and any anticipated problems, any actual or anticipated delays, and solutions developed and implemented to address any actual or anticipated problems or delays. These quarterly progress reports shall be delivered to each of the recipients designated in this Paragraph 36 electronically.

37. Quality Assurance. Park City shall assure that Work performed, samples taken and analyses conducted conform to the requirements of the EE/CA Work Plan, the QAPP and guidances identified therein. Park City will assure that field personnel used by Park City are properly trained in the use of field equipment and in chain of custody procedures. Park City shall only use laboratories which have a documented quality system that complies with “EPA Requirements for Quality Management Plans (QA/R-2)” (EPA/240/B-01/002, March 2001) or equivalent documentation as determined by EPA.

38. Sampling

a. All results of sampling, tests, modeling, or other data (including raw data) generated by Park City, or on its behalf, during the period that this Settlement Agreement is effective, shall be submitted to the Environmental Agencies in the next quarterly progress report. EPA will make available to Park City validated data generated by EPA unless it is exempt from disclosure by any federal or state law or regulation.

b. Park City shall verbally notify the Environmental Agencies at least thirty (30) days prior to conducting significant field events as described in the EE/CA Work Plan or Sampling and Analysis Plan. At EPA’s verbal or written request, or the request of EPA’s oversight contractor, Park City shall allow split or duplicate samples to be taken by the Environmental Agencies (and their authorized representatives) of any samples collected in implementing this Settlement Agreement. All split or duplicate samples shall be analyzed by the methods identified in the QAPP. Upon request, EPA shall allow Park City to take split or duplicative samples of any samples collected by EPA as part of EPA’s oversight of Park City’s performance of Work.

39. Park City shall submit to the Environmental Agencies two (2) copies of all plans, reports or other submissions required by this Section IX, the EE/CA Work Plan, and any other approved work plans. Upon request by EPA, Park City shall submit such documents in electronic form.

**X. NATURAL RESOURCE INJURY ASSESSMENT AND RESTORATION
ALTERNATIVES ANALYSES TO BE PERFORMED**

40. Park City shall prepare a Natural Resource Injury Assessment and Restoration Alternatives Analysis for OU4 in accordance with the NRDA Scope of Work attached hereto as Appendix D

concurrently with its development of the OU4 EE/CA and in coordination with the Natural Resource Trustees. Park City shall collect data in coordination with the Natural Resource Trustees to determine and quantify any actual or potential natural resource injuries at OU4. As provided in the NRDA Scope of Work attached hereto as Appendix D, these data collection activities shall be coordinated or integrated with data collection activities conducted by Park City in preparing its EE/CA to the extent practicable. Upon issuance of the final EE/CA Report and in accordance with the provisions of 43 C.F.R Part 11, Park City shall, in coordination with the Natural Resource Trustees, identify potential restoration projects that can be coordinated with the preferred removal action alternative identified for OU4. Such projects shall be evaluated consistent with 43 C.F.R §11.82. Restoration alternatives must be consistent with NRDA restoration under CERCLA and must be analyzed under the National Environmental Policy Act (NEPA) consistent with the procedures outlined in Appendix D. The Natural Resource Trustees intend to prepare NEPA documents and/or other documentation that may be required of them pursuant to 43 C.F.R. Part 11 and the NCP.

XI. PERFORMANCE OF REMOVAL

41. Park City shall implement the Action Memorandum for OU4 and perform all actions necessary for the performance of the Removal Action for OU4. The actions to be implemented will be identified in a separate Removal Action Work Plan for OU4 to be developed in accordance with this Settlement Agreement. The Action Memorandum shall be issued no sooner than sixty (60) days after approval of the final EE/CA Report for OU4.

42. Removal Action Work Plan and Implementation.

a. Within ninety (90) days after issuance of the Action Memorandum for OU4, Park City shall submit to EPA for approval a draft OU4 Removal Action Work Plan for performance of OU4 Removal Action. The draft Removal Action Work Plan shall provide a description of and an expeditious schedule for the actions required to implement the OU4 Removal Action and post- removal site control.

b. EPA may, after a reasonable opportunity for substantial and meaningful involvement by UDEQ, approve, disapprove, require revisions to, or modify the draft Removal Action Work Plan in whole or in part. EPA approval of Work activities affecting the Silver Maple Claims is subject to BLM concurrence. If EPA requires revisions, Park City shall submit a revised draft Removal Action Work Plan within thirty (30) days following receipt of EPA's notification of the required revisions. Park City shall implement the Removal Action Work Plan as approved in writing by EPA in accordance with the schedule approved by EPA. Once approved, or approved with modifications, the Removal Action Work Plan, the schedule, and any subsequent modifications shall be incorporated into and become fully enforceable against the Park City under this Settlement Agreement.

c. Park City shall not commence any Work except in conformance with the terms of this Settlement Agreement. Park City shall not commence implementation of the Removal Action Work Plan until receiving written EPA approval pursuant to Paragraph 42(b).

d. Post-Removal Site Control. On or around 180 days prior to completion of the Work to the extent practicable, Park City shall make an application to obtain a Utah Pollutant Discharge Elimination System Permit to address continuing discharges from Prospector Drain, if any are expected to remain following completion of the Work. The timing of any such application shall be set forth in the OU4 Removal Action Work Plan schedule. After Park City completes all necessary action to obtain the permit, the Parties anticipate that the State of Utah will then issue a Utah Pollutant Discharge Elimination System Permit to Park City to address any such continuing discharges from the Prospector Drain at OU4. The receipt and implementation of the permit shall constitute the post-removal site controls for OU4 consistent with Section 300.415 (l) of the NCP and OSWER Directive No. 9360.2-02.

43. Removal Health and Safety Plans. Within ninety (90) days after EPA issues the Action Memorandum for OU4, Park City shall submit for EPA review and comment a plan that ensures the protection of the public health and safety during performance of the OU4 Removal Action. The plan shall be prepared in accordance with EPA's Standard Operating Safety Guide (PUB 9285.1-03, PB 92-963414, June 1992). In addition, the plan shall comply with all currently applicable Occupational Safety and Health Administration (OSHA) regulations found at 29 C.F.R. Part 1910. If EPA determines that it is appropriate, the plan shall also include contingency planning. Park City shall incorporate all changes to the plan recommended by EPA and shall implement the plans during the pendency of the Removal Action.

44. Removal Quality Assurance and Sampling.

a. Park City shall prepare a Quality Assurance Project Plan (QAPP) in accordance with "EPA Requirements for Quality Assurance Project Plans (QA/R-5)" (EPA/240/B-01/003, March 2001), and "EPA Guidance for Quality Assurance Project Plans (QA/G-5)" (EPA/240/R-02/009, December 2002).

b. All sampling and analyses performed pursuant to this Settlement Agreement shall conform to EPA direction, approval, and guidance regarding sampling, quality assurance/quality control (QA/QC), data validation, and chain of custody procedures. Park City shall ensure that the laboratory used to perform the analyses participates in a QA/QC program that complies with the appropriate EPA guidance. Park City shall follow, as appropriate, "Quality Assurance/Quality Control Guidance for Removal Activities: Sampling QA/QC Plan and Data Validation Procedures" (OSWER Directive No. 9360.4-01, April 1990), as guidance for QA/QC and sampling. Park City shall only use laboratories that have a documented Quality System that complies with ANSI/ASQC E-4 1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs" (American National Standards Institute, 1994 or more recent version), and "EPA Requirements for Quality

Management Plans (QA/R-2) (EPA/240/B-01/002, March 2001),” or equivalent documentation as determined by EPA. EPA may consider laboratories accredited under the National Environmental Laboratory Accreditation Program (NELAP) as meeting the Quality System requirements.

c. Upon request by EPA, Park City shall have such a laboratory analyze samples submitted by EPA for QA monitoring. Park City shall provide to EPA the QA/QC procedures followed by all sampling teams and laboratories performing data collection and/or analysis.

d. Upon request by EPA, Park City shall allow EPA or its authorized representatives to take split and/or duplicate samples. Park City shall notify EPA not less than thirty (30) days in advance of any sample collection activity, unless shorter notice is agreed to by EPA. EPA shall have the right to take any additional samples that EPA deems necessary. Upon request, EPA shall allow Park City to take split or duplicate samples of any samples it takes as part of its oversight of Park City’s implementation of the Work.

45. Removal Reporting.

a. Park City shall submit a quarterly written progress report to the Environmental Agencies concerning its actions undertaken pursuant to this Settlement Agreement on every 15th day of January, April, July and October after the date of receipt of EPA’s approval of its Removal Action Work Plan until termination of this Settlement Agreement, unless otherwise directed in writing by the EPA project coordinator. These reports shall describe all significant developments during the preceding reporting period, including the actions performed and any problems encountered, analytical data received during the reporting period, and the developments anticipated during the next reporting period, including a schedule of actions to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

b. Park City shall, at least thirty (30) days prior to the conveyance of any interest in real property at OU4, give written notice to the transferee that the property is subject to this Settlement Agreement and written notice to the Environmental Agencies of the proposed conveyance, including the name and address of the transferee. Park City also agrees to require that its successors comply with this notice requirement and Sections XII (Site Access and Institutional Controls) and XIV (Access to Information).

46. Final Removal Report. Within thirty (30) days after completion of all Work required under this Settlement Agreement, Park City shall submit for EPA review and approval a final report summarizing its actions taken to comply with this Settlement Agreement. The final report shall conform, at a minimum, with the requirements set forth in Section 300.165 of the NCP entitled “OSC Reports.” The final report shall include a good faith estimate of total costs or a statement of actual costs incurred in complying with the Settlement Agreement, a listing of

quantities and types of materials removed off-site or handled on-site, a discussion of removal and disposal options considered for those materials, a listing of the ultimate destination(s) of those materials, a presentation of the analytical results of all sampling and analyses performed, and accompanying appendices containing all relevant documentation generated during the Removal Action (*e.g.*, manifests, invoices, bills, contracts, and permits). The final report shall also include the following certification signed by a person who supervised or directed the preparation of that report:

“Under penalty of law, I certify that to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of the report, the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

47. Park City shall submit to the Environmental Agencies two (2) copies of all plans, reports or other submissions required by this Section XI and any approved work plan. Upon request by EPA, Park City shall submit such documents in electronic form.

48. Off-Site Shipments.

a. If and when it becomes necessary to send Waste Material to an off-site location for disposal, Park City shall, prior to any off-site shipment of Waste Material from the Site to an out-of-state waste management facility, provide written notification of such shipment of Waste Material to the appropriate state environmental official in the receiving facility’s state and to the EPA project coordinator. However, this notification requirement shall not apply to any off-site shipments when the total volume of all such shipments will not exceed ten (10) cubic yards.

i. Park City shall include in the written notification the following information: 1) the name and location of the facility to which the Waste Material is to be shipped; 2) the type and quantity of the Waste Material to be shipped; 3) the expected schedule for the shipment of the Waste Material; and 4) the method of transportation. Park City shall notify the state in which the planned receiving facility is located of major changes in the shipment plan, such as a decision to ship the Waste Material to another facility within the same state, or to a facility in another state.

ii. The identity of the receiving facility and state will be determined by Park City following the award of the contract for the Removal Action. Park City shall provide the information required by Paragraph 48 (a) and (b) as soon as practicable after the award of the contract and before the Waste Material is actually shipped.

b. Before shipping any hazardous substances, pollutants, or contaminants from the Site to an off-site location, Park City shall obtain EPA’s certification that the proposed receiving facility is operating in compliance with the requirements of CERCLA Section 121(d)(3), 42 U.S.C. § 9621(d)(3), and 40 C.F.R. § 300.440. Park City shall only send hazardous substances, pollutants, or contaminants from the Site to an off-site facility that complies with the requirements of the statutory provision and regulation cited in the preceding sentence.

Consistent with EPA's previous determinations regarding the applicability of the off-site rule at the Site, the OU1 Repository shall not be considered an off-site location for the purposes of this Paragraph.

XII. SITE ACCESS AND INSTITUTIONAL CONTROLS

49. If any portion of the Site, or any other property where access is needed to implement this Settlement Agreement, is owned or controlled by Park City, Park City shall, commencing on the Effective Date, provide the Environmental Agencies and their representatives, including contractors, with access at all reasonable times to such property, for the purpose of conducting any activity related to this Settlement Agreement. To the extent practicable, EPA shall provide advance notice to Park City of the times EPA or its contractors plan to access Park City's property.

50. Where any action under this Settlement Agreement is to be performed in areas owned by or in possession of someone other than Park City, Park City shall use its best efforts to obtain all necessary access agreements within thirty (30) days after Park City becomes aware that such access is needed, or as otherwise specified in writing by the EPA project coordinator. Park City shall notify EPA if after using its best efforts it is unable to obtain such agreements. Park City shall describe in writing its efforts to obtain access. If Park City cannot obtain access agreements, EPA may either (i) obtain access for Park City or assist Park City in gaining access, to the extent necessary to effectuate the response actions described herein, using such means as EPA deems appropriate; (ii) perform those tasks or activities with EPA contractors; or (iii) terminate the obligation under the Settlement Agreement that requires the access agreement in question. Park City shall reimburse EPA for all costs and attorney's fees incurred by the United States in obtaining such access, in accordance with the procedures in Section XVIII (Payment of Response Costs and Assessment Costs). If EPA performs those tasks or activities with EPA contractors, Park City shall perform all other tasks or activities not requiring access to that property, and shall reimburse EPA for all costs incurred in performing such tasks or activities. Park City shall integrate the results of any such tasks or activities undertaken by EPA into its plans, reports and other deliverables.

51. BLM shall, with respect to the Silver Maple Claims, provide EPA, Park City, and the State, and their representatives, contractors, and subcontractors, with access at all reasonable times to this property to conduct any activity related to this Settlement Agreement.

52. Notwithstanding any provision of this Settlement Agreement, EPA and UDEQ retain all of their access authorities and rights, including enforcement authorities related thereto, under CERCLA, Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.* (RCRA), and any other applicable statutes or regulations.

XIII. EPA APPROVAL OF PLANS AND OTHER SUBMISSIONS

53. After review of any plan, report or other item that is required to be submitted for approval pursuant to this Settlement Agreement, in a notice to Park City, EPA shall, after a reasonable opportunity for review and comment by UDEQ: (a) approve, in whole or in part, the submission; (b) approve the submission upon specified conditions; (c) modify the submission to cure the deficiencies; (d) disapprove, in whole or in part, the submission, directing that Park City modify the submission; or (e) any combination of the above. Any disapproval or modification shall be consistent with the purposes of this Settlement Agreement set forth in Section III. However, EPA shall not modify a submission without first providing Park City at least one notice of deficiency and an opportunity to cure within thirty (30) days, except where doing so would cause serious disruption to the Work, would delay an emergency response, or where previous submission(s) have been disapproved due to material defects. EPA approval of any Work on or affecting the Silver Maple Claims shall be subject to the concurrence of BLM.

54. In the event of approval, approval upon conditions, or modification by EPA, pursuant to subparagraphs 53 (a), (b), (c) or (e), Park City shall proceed to take any action required by the plan, report or other deliverable, as approved or modified by EPA subject only to its right to invoke the dispute resolution procedures set forth in Section XIX (Dispute Resolution) with respect to the modifications or conditions made by EPA. Following EPA approval or modification of a submission or portion thereof, Park City shall not thereafter alter or amend such submission or portion thereof unless directed by EPA. In the event that EPA modifies the submission to cure the deficiencies pursuant to subparagraph 53(c) and the submission had a material defect, EPA retains the right to seek stipulated penalties, as provided in Section XXI (Stipulated Penalties).

55. Resubmission.

a. Upon receipt of a notice of disapproval, Park City shall, within thirty (30) days or such longer time as specified by EPA in such notice, correct the deficiencies and resubmit the plan, report, or other deliverable for approval. Any stipulated penalties applicable to the submission, as provided in Section XXI, shall accrue during the 30 day period or otherwise specified period but shall not be payable unless the resubmission is disapproved or modified due to a material defect as provided in Paragraphs 53 and 54.

b. Notwithstanding the receipt of a notice of disapproval, Park City shall proceed to take any action required by any non-deficient portion of the submission, unless otherwise directed by EPA. Implementation of any non-deficient portion of a submission shall not relieve Park City of any liability for stipulated penalties under Section XXI (Stipulated Penalties).

c. EE/CA.

(i) Park City shall not proceed further with any subsequent Work until receiving EPA approval, approval on condition or modification of the following deliverables: EE/CA Sampling and Analysis Plan, Preliminary Engineering Evaluation, Treatability Testing Work Plan if any, and Draft EE/CA Report. While awaiting EPA approval, approval on condition or modification of these deliverables, Park City shall proceed with all other tasks and activities which may be conducted independently of these deliverables, in accordance with the schedule set forth under this Settlement Agreement.

(ii) For all remaining deliverables not listed above in this subparagraph, Park City shall proceed with all subsequent Work including all tasks, activities and deliverables without awaiting EPA approval on the submitted deliverable. EPA reserves the right to stop Park City from proceeding further, either temporarily or permanently, on any task, activity or deliverable at any point during the EE/CA.

d. Removal Action. Designation of the Removal Action deliverables that require Respondents to halt any subsequent activities or tasks until receiving EPA approval, approval on condition or modification, shall be identified in the Removal Action Work Plan.

56. If EPA disapproves a resubmitted plan, report or other deliverable, or portion thereof, EPA may again direct Park City to correct the deficiencies. EPA shall also retain the right to modify or develop the plan, report or other deliverable. Park City shall implement any such plan, report, or deliverable as corrected, modified or developed by EPA, subject only to Park City's right to invoke the procedures set forth in Section XIX (Dispute Resolution).

57. If upon resubmission, a plan, report, or other deliverable is disapproved or modified by EPA due to a material defect, Park City shall be deemed to have failed to submit such plan, report, or other deliverable timely and adequately unless Park City invokes the dispute resolution procedures in accordance with Section XIX (Dispute Resolution) and EPA's action is revoked or substantially modified pursuant to a dispute resolution decision issued by EPA or superseded by an agreement reached pursuant to that Section. The provisions of Section XIX (Dispute Resolution) and Section XXI (Stipulated Penalties) shall govern the implementation of the Work and accrual and payment of any stipulated penalties during dispute resolution. If EPA's disapproval or modification is not otherwise revoked, substantially modified or superseded as a result of a decision or agreement reached pursuant to the dispute resolution process set forth in Section XIX, stipulated penalties shall accrue for such violation from the date on which the initial submission was originally required, as provided in Section XXI.

58. In the event that EPA takes over some of the Work, but not the preparation of the Preliminary EE Report or the EE/CA Report, Park City shall incorporate and integrate information supplied by EPA into the final report.

59. All plans, reports, and other deliverables submitted to EPA under this Settlement Agreement shall, upon approval or modification by EPA, be incorporated into and enforceable under this Settlement Agreement. In the event EPA approves or modifies a portion of a plan, report, or other deliverable submitted to EPA under this Settlement Agreement, the approved or modified portion shall be incorporated into and enforceable under this Settlement Agreement. Attached hereto as Appendix E is a list of the major deliverables under this Settlement Agreement.

60. Neither failure of EPA to expressly approve or disapprove of Park City's submission within a specified time period, nor the absence of comments, shall be construed as approval by EPA. Regardless of whether EPA gives express approval for Park City's deliverables, Park City is responsible for preparing deliverables acceptable to EPA.

XIV. ACCESS TO INFORMATION

61. Upon request, Park City shall provide to the Environmental Agencies copies of all documents and information within its possession or control or that of its contractors or agents relating to activities at OU4, the Work, or to the implementation of this Settlement Agreement, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work. Park City shall also make available to EPA, for purposes of investigation, information gathering, or testimony, its employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work. With the exception of confidential or privileged information described in paragraphs 62 and 63 below, EPA shall make all such information, upon request, available to the Parties.

62. Park City may assert business confidentiality claims covering part or all of the documents or information submitted to the Environmental Agencies under this Settlement Agreement to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Documents or information determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to EPA, or if EPA has notified Park City that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such documents or information without further notice to Park City. Park City may assert business confidentiality claims covering part or all of the documents or information submitted to the State under this Settlement Agreement to the extent permitted by and in accordance with Utah Government Records Access and Management Act, Utah Code § 63G-2-309, and where applicable, the Utah Environmental Quality Code, Utah Code § 19-1-306. If Park City provides the State a record that it believes should be protected, Park City must submit with the record a written claim of business confidentiality and a concise statement of reasons supporting the claim, or the public may be given access to such records without further notice to

Park City. Park City shall segregate and clearly identify all documents or information submitted under this Settlement Agreement for which Park City asserts business confidentiality claims.

63. Park City may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by applicable law. If Park City asserts such a privilege in lieu of providing documents, it shall provide the Environmental Agencies with the following: (i) the title of the document, record, or information; (ii) the date of the document, record, or information; (iii) the name and title of the author of the document, record, or information; (iv) the name and title of each addressee and recipient; (v) a general description of the contents of the document, record, or information; and (vi) the privilege asserted by Park City.

64. No claim of confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around OU4.

65. In entering into this Settlement Agreement, Park City waives any objections to any data gathered, generated, or evaluated by the Environmental Agencies in the performance or oversight of the Work that has been verified according to the quality assurance/quality control (QA/QC) procedures required by the Settlement Agreement or any EPA-approved work plans or sampling and analysis plans. If Park City objects to any other data, Park City shall submit to EPA a report that specifically identifies and explains its objections, describes the acceptable uses of the data, if any, and identifies any limitations to the use of the data. The report must be submitted to EPA within fifteen (15) days of the quarterly progress report containing the data.

XV. RECORD RETENTION

66. During the pendency of this Settlement Agreement and for a minimum of ten (10) years after Park City's receipt of EPA's notification pursuant to Section XXXI (Notice of Completion of Work), Park City shall preserve and retain all non-identical copies of records and documents (including records or documents in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to the performance of the Work or the liability of any person under CERCLA with respect to OU4, regardless of any corporate retention policy to the contrary. Until ten (10) years after Park City's receipt of EPA's notification pursuant to Section XXXI (Notice of Completion of Work), Park City shall also instruct its contractors and agents to preserve all documents, records, and information of whatever kind, nature or description relating to performance of the Work.

67. At the conclusion of this document retention period, Park City shall notify EPA and UDEQ at least ninety (90) days prior to the destruction of any such records or documents, and, upon request by EPA or UDEQ, Park City shall deliver any such records or documents to EPA or UDEQ. Park City may assert that certain documents, records and other information are

privileged under the attorney-client privilege or any other privilege recognized by federal law. If Park City such a privilege, it shall provide EPA or UDEQ with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a general description of the subject of the document, record, or information; and 6) the privilege asserted by Park City.

68. Park City hereby certifies individually that to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information (other than identical copies) relating to its potential liability regarding OU4 since notification of potential liability by EPA or the State and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

XVI. COMPLIANCE WITH OTHER LAWS

69. Park City shall perform all actions required pursuant to this Settlement Agreement in accordance with all applicable state and federal laws and regulations except as provided in Section 121(e) of CERCLA, 42 U.S.C. § 9621(e), and 40 C.F.R. §§ 300.400(e) and 300.415(j). In accordance with 40 C.F.R. § 300.415(j), all on-site actions required pursuant to this Settlement Agreement shall, to the extent practicable, as determined by EPA, considering the exigencies of the situation, attain applicable or relevant and appropriate requirements (ARARs) under federal environmental or state environmental or facility siting laws. Park City shall identify ARARs, subject to EPA approval, as part of the EE/CA. As provided in Section 121(e) of CERCLA, 42 U.S.C. § 121(e), no permit shall be required for any portion of the Work conducted entirely on site, including without limitation any Utah Pollutant Discharge Elimination System Permit or National Pollutant Discharge Elimination Permit for the Prospector Drain. The Parties acknowledge that such permits may be required after the Work is completed. Accordingly, on or around 180 days prior to completion of the Work to the extent practicable, Park City shall make an application to obtain a Utah Pollutant Discharge Elimination System Permit to address continuing discharges from Prospector Drain, if any as provided in Paragraph 42.d.

XVII. EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES

70. In the event of any action or occurrence resulting from performance of Work which causes or threatens a release of Waste Material from OU4 that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Park City shall immediately take all appropriate action. Park City shall take these actions in accordance with all applicable provisions of this Settlement Agreement, including, but not limited to, the Health and Safety Plan, in order to prevent, abate or minimize such release or endangerment caused or threatened by the release. Park City shall also immediately notify the EPA project coordinator or, in the event of his/her unavailability, an on scene coordinator (OSC) or Laura Williams, Emergency Response Unit, EPA Region 8 Preparedness, Assessment and Emergency

Response Program, at 303-312-6108, and the Region 8 Emergency Response Spill Report Hotline, at 1-800-227-8914 of the incident or conditions at OU4. In the event that Park City fails to take appropriate response action as required by this Paragraph, and EPA takes such action instead, Park City shall reimburse EPA all costs of the response action not inconsistent with the NCP pursuant to Section XVIII (Payment of Response Costs and Assessment Costs).

71. In addition, in the event that Park City becomes aware of or should have been aware of any release of a hazardous substance from OU4, Park City shall immediately notify the EPA project coordinator, an OSC or the Regional Duty Officer at Region 8 Emergency Response Spill Report Hotline, at 1-800-227-8914 and the National Response Center at (800) 424-8802. Park City shall submit a written report to EPA within seven (7) days after each release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. This reporting requirement is in addition to, and not in lieu of, reporting under Section 103(c) of CERCLA, 42 U.S.C. § 9603(c), and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11004, *et seq.*

XVIII. PAYMENT OF RESPONSE COSTS AND ASSESSMENT COSTS

72. Payments of Future Response Costs.

a. Park City shall pay to EPA all Future Response Costs incurred by EPA not inconsistent with the NCP for OU4. On a periodic basis, EPA will send Park City a bill requiring payment that includes a Region 8 cost summary. Park City shall make all payments within thirty (30) days following receipt of each bill requiring payment, except as otherwise provided in Paragraph 74 of this Settlement Agreement. Payment shall be made to EPA by Electronic Funds Transfer (EFT) in accordance with current EFT procedures to be provided to Park City by EPA Region 8, and shall be accompanied by a statement identifying the name and address of the party making payment, the Site name, the EPA Region and Site/Spill ID Number 08-94, and the EPA docket number for this action.

b. At the time of payment, Park City shall send notice that its payment has been made to:

Martha Walker
Finance Program Manager
Superfund Remedial Section, 8TMS-FMP
US EPA, Region 8
1595 Wynkoop Street
Denver, Colorado 80202

and to:

Maureen O'Reilly
Superfund Enforcement
U.S. EPA Region 8
8ENF-RC
1595 Wynkoop Street
Denver, CO 80202

and by email to acctsreceivable.cinwd@epa.gov, and to:

EPA Cincinnati Finance Office
26 Martin Luther King Drive
Cincinnati, Ohio 45268

c. The total amounts to be paid pursuant to subparagraph (a) above shall be deposited in the Richardson Flat Tailings Site Special Account within the EPA Hazardous Substance Superfund to be retained and used by EPA to conduct or finance response actions at or in connection with the Site or to be transferred by EPA to the EPA Hazardous Substance Superfund.

d. Park City shall pay to BLM all Future Response Costs incurred by BLM not inconsistent with the NCP and related to Work for OU4 on or affecting the Silver Maple Claims. On a periodic basis, BLM will send Park City a bill requiring payment that includes a cost summary. Park City shall make all payments within 30 days of receipt of each bill requiring payment, except as otherwise provided in Paragraph 74 of this Settlement Agreement. Payment shall be made to the Department of the Interior's (DOI) Central Hazardous Materials Fund (CHF) by automated clearing-house known as the Department of the Treasury's Automated Clearing House (ACH)/Remittance Express program as follows:

Receiver name: Central Hazardous Materials Fund
ALC 14010001

Receiver Tax ID Number: 53-0196949

Receiver address: 7401 West Mansfield Ave.
Mailstop D-2777
Lakewood, CO 80235

Receiver bank: Federal Reserve Bank
New York, NY
ABA # 051036706

Receiver ACH Account No.: 312024

Park City shall send notification of its payment referencing the amount of its payment, the Site name, and the time period for which reimbursement of response costs is being provided to the following individuals:

Courtney Hoover
Fund Manager
Central Hazardous Materials Fund
Department of the Interior
1849 C Street, N.W., Mail Stop 2342
Washington, D.C. 20240

and to:

Casey S. Padgett
Assistant Solicitor
Office of the Solicitor
1849 C Street, N.W., Mail Stop 5530
Washington, D.C. 20240

e. Park City shall pay to the Natural Resource Trustees all Future Assessment Costs incurred by the Natural Resource Trustees for OU4. On a periodic basis, the Federal Trustees and the State Natural Resource Trustee will send Park City a bill requiring payment that includes a cost summary. Park City shall make all payments within thirty (30) days following receipt of each bill requiring payment, except as otherwise provided in Paragraph 74 of this Settlement Agreement. Payment shall be made and notification of such payment shall be given in accordance with the instructions included with the bill.

73. If Park City does not pay Future Response Costs or Future Assessment Costs within thirty (30) days following its receipt of a bill, Park City shall pay Interest on the unpaid balance of such Future Response Costs or Future Assessment Costs. The Interest on unpaid Future Response Costs or Future Assessment Costs shall begin to accrue on the date of the bill and shall continue to accrue until the date of payment. If EPA, BLM or the Natural Resource Trustees receives a partial payment, Interest shall accrue on any unpaid balance. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available by virtue of Park City's failure to make timely payments under this Section, including but not limited to, payments of stipulated penalties pursuant to Section XXI. Park City shall make all payments required by this Paragraph in the manner described in Paragraph 72.

74. a. Park City may contest payment of any Future Response Costs or Future Assessment Costs under Paragraph 72 if it determines that EPA, BLM or the Natural Resource Trustees have made an accounting error, made claims for future assessment costs inconsistent with 43 C.F.R Part 11, or if it believes EPA or BLM incurred excess costs as a direct result of an EPA or BLM action that was inconsistent with the NCP. Such objection shall be made in writing within thirty (30) days following receipt of the bill and must be sent to the appropriate agency. Any such

objection shall specifically identify the contested Future Response Costs or Future Assessment Costs and the basis for objection. In the event of an objection, Park City shall within the thirty (30) day period pay all uncontested Future Response Costs or Future Assessment Costs to the appropriate agency in the manner described in Paragraph 72.

b. Park City shall, at the time of submitting its objection in writing in accordance with subparagraph (a) above, establish an interest-bearing escrow account in a federally-insured bank duly chartered in the State of Utah and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs or Future Assessment Costs. Park City shall send to the appropriate agency a copy of the transmittal letter and check paying the uncontested Future Response Costs or Future Assessment Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. Simultaneously with establishment of the escrow account, Park City shall initiate the dispute resolution procedures in Section XIX (Dispute Resolution). If the billing agency prevails in the dispute, within five (5) days of the resolution of the dispute, Park City shall pay the sums due (with accrued interest) to the billing agency in the manner described in Paragraph 72. If Park City prevails concerning any aspect of the contested costs, Park City shall pay that portion of the costs (plus associated accrued interest) for which it did not prevail to the billing agency in the manner described in Paragraph 72. Park City shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XIX (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding Park City's obligation to reimburse the Federal Environmental Agencies for their Future Response Costs or Future Assessment Costs.

XIX. DISPUTE RESOLUTION

75. Unless otherwise expressly provided for in this Settlement Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes involving the Federal Environmental Agencies and Park City arising under this Settlement Agreement. The Parties shall attempt to resolve any disagreements concerning this Settlement Agreement expeditiously and informally.

76. a. If Park City objects to any EPA or BLM action taken or decision made with respect to Park City's obligations pursuant to this Settlement Agreement, including billings for Future Response Costs, it shall notify EPA and BLM in writing of its objection(s) within thirty (30) days following such action, unless the objection(s) has/have been resolved informally. The agency whose action is subject to dispute and Park City shall have thirty (30) days following the agencies' receipt of Park City's written objection(s) to resolve the dispute through formal negotiations (Negotiation Period). The Negotiation Period may be extended at the sole discretion of the agency whose action is subject to dispute.

b. Any agreement reached between EPA, BLM and Park City pursuant to this Section shall be in writing and shall, upon signature of the affected Parties, be incorporated into and become an enforceable part of this Settlement Agreement. If the agency whose action is subject to dispute and Park City are unable to reach an agreement within the Negotiation Period, an EPA management official at the Assistant Regional Administrator level or higher will issue a written decision on the dispute to Park City. EPA's decision shall be incorporated into and become an enforceable part of this Settlement Agreement. No obligations under this Settlement Agreement shall be suspended by submission of any objection for dispute resolution under this Section. Following resolution of the dispute, as provided by this Section, Park City shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs.

77. a. If Park City objects to any action taken or decision made with respect to Park City's obligations pursuant to this Settlement Agreement by the Natural Resource Trustees, including billings for Future Assessment Costs, it shall notify the Natural Resource Trustees in writing of its objection(s) within thirty (30) days following such action, unless the objection(s) has/have been resolved informally. The Natural Resource Trustees and Park City shall have thirty (30) days following receipt of Park City's written objection(s) to resolve the dispute through formal negotiations. The Negotiation Period may be extended at the sole discretion of the Natural Resource Trustees.

b. Any agreement reached between the Natural Resource Trustees and Park City pursuant to this Section shall be in writing and shall, upon signature of the affected parties, be incorporated into and become an enforceable part of this Settlement Agreement.

c. If the Natural Resource Trustees and Park City are unable to reach an agreement within the Negotiation Period with respect to disputes other than those pertaining to billings for Future Assessment Costs, the DOI Authorized Official will issue a written decision with the concurrence of the State Natural Resource Trustee on the dispute to Park City. The DOI Authorized Official's decision shall be incorporated into and become an enforceable part of this Settlement Agreement.

d. If the Federal Trustees and Park City are unable to reach an agreement within the Negotiation Period with respect to disputes pertaining to billings by the Federal Trustees for Future Assessment Costs, the DOI Authorized Official will issue a written decision on the dispute to Park City. The DOI Authorized Official's decision shall be incorporated into and become an enforceable part of this Settlement Agreement.

e. If the State Natural Resource Trustee and Park City are unable to reach an agreement within the Negotiation Period on any dispute pertaining to billings by the State Natural Resource Trustee for Future Assessment Costs, the State Natural Resource Trustee will issue a written decision on the dispute to Park City. The State Natural Resource Trustee's decision shall be incorporated into and become an enforceable part of this Settlement Agreement.

f. No obligations under this Settlement Agreement shall be suspended by submission of any objection for dispute resolution under this Section. Following resolution of the dispute, as provided by this Section, Park City shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with the written decision, whichever occurs.

78. The dispute resolution process set forth in Paragraph 79 below pertains to all disputes between EPA and BLM regarding all EE/CA and Removal Action activities affecting the Silver Maple Claims.

79. EPA and BLM will cooperate to the fullest extent possible to ensure that EE/CA activities and Removal Action activities on or affecting the Silver Maple Claims are performed and fully and completely implemented. In the event of a disagreement between EPA and BLM, these agencies agree to attempt to negotiate a mutually acceptable resolution of the issues to the fullest extent possible, as specified by the following provisions:

a. EPA and BLM have coordinated their respective CERCLA response authorities at the Silver Maple Claims portion of the Site. EPA plans to issue the action memorandum for OU4 under CERCLA authorities with the concurrence of BLM. If a dispute between EPA and BLM arises concerning any matter addressed under this Settlement Agreement, and the dispute cannot be resolved at the project manager/staff attorney level, the disputing party shall identify the dispute to the other party in writing. EPA and BLM shall have fourteen (14) days to resolve the dispute informally if possible.

b. At the end of the fourteen (14) day informal dispute period, if the dispute is not resolved, the disputing party shall again state the dispute in writing in a letter addressed to the BLM District Manager, and the Deputy Assistant Regional Administrator for Office of Enforcement, Compliance, and Environmental Justice (EPA Deputy ARA), EPA Region 8. The other party shall have seven (7) days to respond to this dispute letter. The BLM District Manager and the EPA Deputy ARA shall then have fourteen (14) days to resolve the dispute.

c. If, at the end of this fourteen (14) day period, the dispute cannot be resolved, all dispute letters and responses shall be forwarded to the Assistant Regional Administrator for Office of Enforcement, Compliance, and Environmental Justice (EPA ARA), EPA Region 8, and the BLM State Director. The EPA ARA and BLM State Director shall consult concerning the dispute and shall attempt to issue a joint decision regarding the issue within fourteen (14) days of receipt of the dispute letters. In the event the EPA ARA and BLM State Director are unable to issue a joint determination, the EPA ARA will issue a decision. The EPA ARA shall consider the BLM position in this matter in light of the BLM's responsibilities and authorities as the federal land management agency responsible for the management and stewardship of the Silver Maple Claims and the BLM's CERCLA response action authorities with regard to the Silver Maple Claims.

d. If unsatisfied with the decision of the EPA ARA, the BLM may initiate consultation with the responsible Assistant Section Chief, Environmental Enforcement Section, US Department of Justice, regarding the EPA ARA decision. The EPA ARA will participate in that consultation process and consider the results of that consultation before making a final decision that will represent the final remedial action decision. Any final decision reached pursuant to this Paragraph 79 shall not be subject to judicial review by any Party, including EPA and BLM. The time periods listed herein may be increased or decreased by mutual agreement of EPA and BLM.

XX. FORCE MAJEURE

80. Park City agrees to perform all Work within the time limits established under this Settlement Agreement, unless the performance is delayed by a *force majeure*. For purposes of this Settlement Agreement, a *force majeure* is defined as any event arising from causes beyond the control of Park City, or of any entity controlled by Park City, including but not limited to its contractors and subcontractors, which delays or prevents performance of any obligation under this Settlement Agreement despite Park City's best efforts to fulfill the obligation. *Force majeure* does not include financial inability to complete the Work or increased cost of performance.

81. If any event occurs or has occurred that may delay the performance of any obligation under this Settlement Agreement, whether or not caused by a *force majeure* event, Park City shall notify EPA verbally within forty-eight (48) hours following of the time when Park City first knew that the event might cause a delay. Within five (5) days thereafter, Park City shall provide to EPA in writing an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Park City's rationale for attributing such delay to a *force majeure* event if it intends to assert such a claim; and a statement as to whether, in the opinion of Park City, such event may cause or contribute to an endangerment to public health, welfare or the environment. Failure to comply with the above requirements shall preclude Park City from asserting any claim of *force majeure* for that event for the period of time of such failure to comply and for any additional delay caused by such failure.

82. If EPA agrees that the delay or anticipated delay is attributable to a *force majeure* event, the time for performance of the obligations under this Settlement Agreement that are affected by the *force majeure* event will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the *force majeure* event shall not, of itself, extend the time for performance of any other obligation. If EPA does not agree that the delay or anticipated delay has been or will be caused by a *force majeure* event, EPA will notify Park City in writing of its decision. If EPA agrees that the delay is attributable to a *force majeure* event, EPA will notify Park City in writing of the length of the extension, if any, for performance of the obligations affected by the *force majeure* event.

XXI. STIPULATED PENALTIES

83. Park City shall be liable to EPA for stipulated penalties in the amounts set forth in Paragraphs 84 and 85 for its failure to comply with the requirements of this Settlement Agreement specified below, unless excused under Section XX (Force Majeure). “Compliance” by Park City shall include completion of the Work in accordance with all applicable requirements of law, this Settlement Agreement, the EE/CA Work Plan, the Removal Action Work Plan and any plans or other documents approved by EPA pursuant to this Settlement Agreement, and within the specified time schedules established by and approved under this Settlement Agreement.

84. Stipulated Penalty Amounts.

a. The following stipulated penalties shall accrue per day against Park City for failure to submit or timely submit any of the following: the Preliminary EE Report, the EE/CA Report, the Removal Action Work Plan or the final removal report:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$ 250	1st through 14th day
\$ 1,000	15th through 30th day
\$ 37,500	31st day and beyond

b. The following stipulated penalties shall accrue per day against Park City for failure to submit timely or adequate reports pursuant to the EE/CA Work Plan or the Removal Action Work Plan where an extension for the report has not been granted in writing prior to the due date by the EPA project coordinator:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$ 100	1 st through 14 th day
\$ 700	15 th through 30 th day
\$ 5,000	31 st day and beyond

c. The following stipulated penalties shall accrue per day against Park City for failure to meet any other requirement of this Settlement Agreement or to submit timely or adequate quarterly progress reports:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$ 100	1 st through 14 th day
\$ 500	15 th through 30 th day
\$ 2,000	31 st day and beyond

85. In the event that EPA assumes performance of a portion or all of the Work required of Park City during performance of the EE/CA pursuant to Paragraph 98 (Work Takeover), Park City shall be liable for a stipulated penalty in the amount of \$50,000. In the event that EPA assumes performance of a portion or all of the Work required by Park City during performance of the Removal Action, pursuant to Paragraph 98 (Work Takeover) of Section XXIII (Reservations of Rights by Environmental Agencies), Park City shall be liable for a stipulated penalty in the amount of \$100,000.

86. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue: (i) with respect to a deficient submission under Sections IX (EE/CA Work to be Performed) or XI (Performance of Removal), during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies Park City of any deficiency; and (ii) with respect to a decision by the EPA management official designated in Paragraph 76 of Section XIX (Dispute Resolution), during the period, if any, beginning on the 21st day after the Negotiation Period begins until the date that the EPA management official issues a final decision regarding such dispute. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

87. Following EPA's determination that Park City has failed to comply with a requirement of this Settlement Agreement, EPA may give Park City written notification of the failure and describe the noncompliance. EPA may send Park City a written demand for payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA has notified Park City of a violation.

88. All penalties accruing under this Section shall be due and payable to EPA within thirty (30) days following Park City's receipt from EPA of a demand for payment of the penalties, unless Park City invokes the dispute resolution procedures in accordance with Section XIX (Dispute Resolution). All payments to EPA under this Section shall indicate that the payment is for stipulated penalties; shall reference the EPA Region, the Site/Spill ID Number 08-94, the EPA Docket Number for this Settlement Agreement, the name and address of the party making payment; shall be paid by certified or cashier's check(s) made payable to "EPA Hazardous Substances Superfund"; and shall be mailed to:

Regular mail:

Mellon Bank
EPA Region 8
Attn: Superfund Accounting
Post Office Box 360859
Pittsburgh, Pennsylvania 15251-6859

Express Mail:

Mellon Bank
3 Mellon Bank Center
ROOM#153-2713
Pittsburgh, Pennsylvania 15259

or other such address as EPA may designate in writing, or by wire transfer to:

ABA=021030004
TREAS NYC/CTR/
BNF=/AC-68011008

Wire transfers must be sent to the Federal Reserve Bank in New York.

Copies of check(s) paid pursuant to this Section, and any accompanying transmittal letter(s) shall be sent to:

Martha Walker
Finance Program Manager, TMS-FMP
US EPA, Region 8
1595 Wynkoop Street
Denver, Colorado 80202

and to:

Maureen O'Reilly
Superfund Enforcement, ENF-RC
U.S. EPA Region 8
8ENF-RC
1595 Wynkoop Street
Denver, CO 80202

89 At the time of payment, Park City shall send notice that payment has been made by email to acctsreceivable.cinwd@epa.gov, and to:

EPA Cincinnati Finance Office
26 Martin Luther King Drive
Cincinnati, Ohio 45268

90. The payment of penalties shall not alter in any way Park City's obligation to complete performance of the Work required under this Settlement Agreement.

91. Subject to Paragraph 94, penalties shall continue to accrue as provided in Section XIX (Dispute Resolution) during any dispute resolution period, but need not be paid until fifteen (15) days after the dispute is resolved by agreement or by receipt of EPA's decision.

92. If Park City fails to pay stipulated penalties when due, EPA may institute proceedings to collect the penalties, as well as Interest. Park City shall pay Interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to Paragraph 88.

93. Nothing in this Settlement Agreement shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Park City's violation of this Settlement Agreement or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Sections 106(b) and 122(l) of CERCLA, 42 U.S.C. §§ 9606(b) and 9622(l), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3). Provided, however, that EPA shall not seek civil penalties pursuant to Section 122(l) of CERCLA or punitive damages pursuant to Section 107(c)(3) of CERCLA for any violation for which a stipulated penalty is provided herein, except in the case of willful violation of this Settlement Agreement or in the event that EPA assumes performance of a portion or all of the Work pursuant to Paragraph 98 (Work Takeover). Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Settlement Agreement.

94. Penalty Exception. Penalties shall apply, as set forth in this Section, in all circumstances related to the EE/CA and the Removal Action with the following specific exception. Within thirty (30) days following issuance of the OU4 Action Memorandum and notwithstanding any other provision contained in this Settlement Agreement, Park City may decide not to implement the Removal Action. Notwithstanding the foregoing, this Settlement Agreement shall remain in full force and effect. In the event Park City decides not to implement the Removal Action, EPA may choose, in its sole discretion, to amend the Action Memorandum and Park City shall have thirty (30) days following the amendment to decide whether to implement the Removal Action as set forth in the amended Action Memorandum. Alternatively, EPA may (i) bring a claim in federal district court to obtain an injunction for performance of the Removal Action; (ii) issue a unilateral administrative order pursuant to Section 106(a) of CERCLA, 42 U.S.C. §9606(a), against Park City and seek judicial enforcement; or (iii) perform the Removal Action and seek cost recovery against Park City. If Park City decides not to implement the Removal Action pursuant to this Paragraph it shall not be subject to stipulated penalties or statutory penalties for non-performance of the Removal Action unless and until the federal district court issues a final non-appealable order enforcing EPA's injunctive claim or the unilateral administrative order, or directing Park City to pay the response costs of the Removal Action. Any stipulated or statutory penalties assessed following resolution by the federal district court under this Paragraph shall not be retroactive, but may be assessed to address future or continuing failures to comply with the requirements of this Settlement Agreement as specified in Section XXI.

XXII. COVENANT NOT TO SUE BY ENVIRONMENTAL AGENCIES

95. a. Federal Environmental Agencies

1. In consideration of the actions that will be performed and the payments that will be made by Park City under the terms of this Settlement Agreement, and except as otherwise specifically provided in this Settlement Agreement, EPA and BLM covenant not to sue or to take administrative action against Park City pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for the Work and Future Response Costs. This covenant not to sue shall take effect upon the Effective Date and is conditioned upon Park City's complete and satisfactory performance of all of its obligations under this Settlement Agreement, including, but not limited to, payment of Future Response Costs pursuant to Section XVIII. This covenant not to sue extends only to Park City and does not extend to any other person.

2. In consideration of the actions that will be performed and the payments that will be made by Park City under the terms of this Settlement Agreement, and except as otherwise specifically provided in this Settlement Agreement, the Federal Trustees covenant not to sue or to take administrative action against Park City pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for the Natural Resource Injury Assessment and Restoration Alternatives Analysis and Future Assessment Costs. This covenant not to sue shall take effect upon the Effective Date and is conditioned upon Park City's complete and satisfactory performance of all of its obligations under this Settlement Agreement, including, but not limited to, payment of Future Assessment Costs pursuant to Section XVIII. This covenant not to sue extends only to Park City and does not extend to any other person

b. State Natural Resource Trustee

1. In consideration of the actions that will be performed and the payments that will be made by Park City under the terms of this Settlement Agreement, and except as otherwise specifically provided in this Settlement Agreement, the State Natural Resource Trustee covenants not to sue or to take administrative action against Park City pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for the Natural Resource Injury Assessment and Restoration Alternatives Analysis and Future Assessment Costs. This covenant not to sue shall take effect upon the Effective Date and is conditioned upon Park City's complete and satisfactory performance of all of its obligations under this Settlement Agreement, including, but not limited to, payment of Future Assessment Costs pursuant to Section XVIII. This covenant not to sue extends only to Park City and does not extend to any other person.

XXIII. RESERVATIONS OF RIGHTS BY ENVIRONMENTAL AGENCIES

96. Except as specifically provided in this Settlement Agreement, nothing in this Settlement Agreement shall limit the power and authority of the Environmental Agencies or the United

States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing in this Settlement Agreement shall prevent the Environmental Agencies from seeking legal or equitable relief to enforce the terms of this Settlement Agreement, from taking other legal or equitable action as it deems appropriate and necessary, or from requiring Park City in the future to perform additional activities pursuant to CERCLA or any other applicable law.

97. The covenant not to sue set forth in Section XXII above does not pertain to any matters other than those expressly identified therein. The Environmental Agencies reserve, and this Settlement Agreement is without prejudice to, all rights against Park City with respect to all other matters, including, but not limited to:

- a. claims based on a failure by Park City to meet a requirement of this Settlement Agreement;
- b. liability for costs not included within the definition of Future Response Costs or Future Assessment Costs;
- c. liability for response costs incurred by but not reimbursed to the State;
- d. liability for performance of response actions other than the Work;
- e. criminal liability;
- f. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments, excluding performance of the Natural Resource Injury Assessment and Restoration Alternatives Analyses and Future Assessment Costs paid to the Natural Resource Trustees pursuant to this Settlement Agreement;
- g. liability arising from the past, present, or future disposal, release or threat of release of Waste Materials outside of OU4; and
- i. claims based upon a failure to implement the Removal Action subsequent to a period of thirty (30) days after EPA's issuance of the Action Memorandum for OU4 except as provided in Paragraph 94 (Penalty Exception).

98. Work Takeover. In the event EPA determines that Park City has ceased implementation of any portion of the Work, is seriously or repeatedly deficient or late in its performance of the Work, or is implementing the Work in a manner which may cause an endangerment to human health or the environment, EPA may assume the performance of all or any portion of the Work as EPA determines necessary (Work Takeover). EPA shall issue a written notice (Work Takeover Notice) to Park City before a Work Takeover. Any Work Takeover Notice will specify the

grounds upon which such notice was issued and will provide Park City a period of ten (10) days within which to remedy the circumstances. If, after expiration of the 10-day notice period, Park City has not remedied to EPA's satisfaction the circumstances giving rise to EPA's issuance of the Work Takeover Notice, EPA may at any time thereafter assume performance of all or any portion of the Work as EPA determines necessary. EPA shall notify Park City of a Work Takeover in writing. In the event, however, where an emergency situation or immediate threat to public health or welfare or the environment exists, EPA will not issue a Work Takeover Notice and may at any time assume performance of all or any portion of the Work as EPA determines necessary. Park City may invoke the procedures set forth in Section XIX (Dispute Resolution) to dispute EPA's determination that takeover of the Work is warranted under this Paragraph. Costs incurred by EPA or BLM in performing the Work pursuant to this Paragraph shall be considered Future Response Costs that Park City is responsible for performing such Work shall pay pursuant to Section XVIII (Payment of Response Costs and Assessment Costs). Notwithstanding any other provision of this Settlement Agreement, EPA retains all authority and reserves all rights to take any and all response actions authorized by law.

XXIV. COVENANT NOT TO SUE BY PARK CITY

99. a. Park City covenants not to sue and agrees not to assert any claims or causes of action against the Environmental Agencies, or their contractors or employees, with respect to the Work, Future Response Costs, Future Assessment Costs or this Settlement Agreement, including, but not limited to:

i. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

ii. any claim arising out of response actions at or in connection with OU4, including any claim under the United States Constitution, the Utah Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

iii. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Work, Future Response Costs, or Future Assessment Costs.

b. Park City reserves and this Settlement Agreement is without prejudice to Park City's right to challenge EPA's remedy selection in the event Park City elects not to implement the Removal Action and EPA commences a judicial enforcement action.

100. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

XV. OTHER CLAIMS

101. By issuance of this Settlement Agreement, the Environmental Agencies assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Park City. No Environmental Agency shall be deemed a party to any contract entered into by Park City or its respective directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Settlement Agreement.

102. Except as expressly provided in Section XXII (Covenant Not to Sue by Federal Environmental Agencies) and Section XXIV (Covenant Not to Sue by Park City), nothing in this Settlement Agreement constitutes a satisfaction of or release from any claim or cause of action against Park City or any person not a party to this Settlement Agreement, for any liability such person may have under CERCLA, other statutes, or common law, including but not limited to any claims of the United States for costs, damages and interest under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, or creates a cause of action on behalf of any person not a party to this Settlement Agreement.

103. No action or decision by EPA or any other Environmental Agency pursuant to this Settlement Agreement shall give rise to any right to judicial review, except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

XVI. CONTRIBUTION

104. a. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that Park City is, as of the Effective Date, entitled to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for “matters addressed” in this Settlement Agreement. The “matters addressed” in this Settlement Agreement are the Work, the Natural Resource Injury Assessment and Restoration Alternatives Analyses, Future Response Costs, and Future Assessment Costs.

b. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), pursuant to which Park City, as of the Effective Date, resolved its liability to the Federal Environmental Agencies for the Work, the Natural Resource Injury Assessment and Restoration Alternatives Analyses, Future Response Costs, and to the Natural Resource Trustees for Future Assessment Costs paid by Park City to the Natural Resource Trustees.

c. Nothing in this Settlement Agreement precludes the Environmental Agencies or Park City from asserting any claims, causes of action, or demands for indemnification, contribution, or cost recovery against any persons not a party to this Settlement Agreement. Nothing in this Settlement Agreement diminishes the right of EPA, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)(3), to pursue any such persons to obtain additional response

costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

XXVII. INDEMNIFICATION

105. Park City shall indemnify, save and hold harmless the Environmental Agencies, their officials, agents, contractors, subcontractors, employees and representatives from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Park City, its officers, directors, employees, agents, contractors, or subcontractors, in carrying out actions pursuant to this Settlement Agreement. In addition, Park City agrees to pay the Environmental Agencies all costs they incur, including but not limited to attorneys fees and other expenses of litigation and settlement, arising from or on account of claims made against the Environmental Agencies based on negligent or other wrongful acts or omissions of Park City, its officers, directors, employees, agents, contractors, subcontractors and any persons acting on its behalf or under its control, in carrying out activities pursuant to this Settlement Agreement. The Environmental Agencies shall not be held out as a party to any contract entered into by or on behalf of Park City in carrying out activities pursuant to this Settlement Agreement. Neither Park City nor any of its contractors shall be considered an agent of any Environmental Agency.

106. The appropriate Environmental Agency shall give Park City notice of any claim for which it plans to seek indemnification pursuant to this Section and shall consult with Park City prior to settling such claim.

107. Park City waives all claims against the Environmental Agencies for damages or reimbursement or for set-off of any payments made or to be made to any Environmental Agency arising from or on account of any contract, agreement, or arrangement between Park City and any person for performance of Work on or relating to OU4, including, but not limited to, claims on account of construction delays. In addition, Park City shall indemnify and hold harmless the Environmental Agencies with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between Park City and any person for performance of Work on or relating to OU4, including, but not limited to, claims on account of construction delays.

XXVIII. INSURANCE

108. At least thirty (30) days prior to commencing any on-Site work under this Settlement Agreement, Park City shall secure, and shall maintain for the duration of this Settlement Agreement, comprehensive general liability insurance and automobile insurance with limits of one million dollars, combined single limit, naming EPA as an additional insured. Within the same time period, Park City shall provide EPA with certificates of such insurance and a copy of each insurance policy. Park City shall submit such certificates and copies of policies each year on the anniversary of the Effective Date. In addition, for the duration of the Settlement

Agreement, Park City shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Park City in furtherance of this Settlement Agreement. If Park City demonstrates by evidence satisfactory to EPA that any of its contractors or subcontractors maintains insurance equivalent to that described above, or insurance covering some or all of the same risks but in an equal or lesser amount, then Park City need provide only that portion of the insurance described above which is not maintained by such contractor or subcontractor.

XXIX. FINANCIAL ASSURANCE

109. a. Within sixty (60) days following the Effective Date, Park City shall establish and maintain financial security for the benefit of EPA for the performance of the EE/CA for OU4 in the amount of \$100,000.

b. Within sixty (60) days following EPA's issuance of the Action Memorandum for OU4, Park City shall establish and maintain financial security for the benefit of EPA for the performance of the Removal Action for OU4. The amount of financial security to be established and maintained by Park City shall be based upon the cost of implementing the Work set forth in the Removal Action Work Plan.

c. The financial security shall be in one or more of the following forms, in order to secure the full and final completion of Work:

- i. a surety bond unconditionally guaranteeing payment and/or performance of the Work;
- ii. one or more irrevocable letters of credit, payable to or at the direction of EPA, issued by financial institution(s) acceptable in all respects to EPA; or
- iii. a trust fund administered by a trustee acceptable in all respects to EPA.

Park City shall provide a copy of its financial security mechanism, and any accompanying transmittal letter(s) to:

Daniela Golden
Financial Analyst, 8ENF-RC
Superfund Technical Enforcement Program
US EPA, Region 8
1595 Wynkoop Street
Denver, Colorado 80202

110. Any and all financial assurance instruments provided pursuant to this Section shall be in form and substance satisfactory to EPA, determined in EPA's sole discretion and follow: (i) the

model draft letter of credit dated December 2004, see <http://www.epa.gov/compliance/resources/policies/cleanup/suprefund/fa-credit-mod.pfd>; (ii) the model payment surety bond dated July 2005, see <http://www.epa.gov/compliance/resources/policies/cleanup/suprefund/fa-surety-paybond-mod.pfd>; or (iii) the trust fund model see <http://www.epa.gov/compliance/resources/policies/cleanup/suprefund/fa-trust-mod.pfd>.

In the event that EPA determines at any time that the financial assurances provided pursuant to this Section (including, without limitation, the instrument(s) evidencing such assurances) are inadequate, Park City shall, within sixty (60) days of receipt of notice of EPA's determination, obtain and present to EPA for approval one of the other forms of financial assurance listed in Paragraph 109 above. If EPA notifies Park City that the anticipated cost of completing any Work as set forth in Paragraph 109, is more than originally estimated, then, within sixty (60) days of such notification, Park City shall obtain and present to EPA for approval a revised form of financial assurance (otherwise acceptable under this Section) that reflects such cost increase. Park City's inability to demonstrate financial ability to complete the Work shall in no way excuse performance of any activities required under this Settlement Agreement.

111. If, after the Effective Date, Park City can show that the estimated cost to complete the remaining Work has diminished below the amount set forth in Paragraph 109 of this Section, Park City may, on any anniversary date of the Effective Date, reduce the amount of the financial security provided under this Section to the estimated cost of completing the remaining Work associated with such Work. Park City shall submit a proposal for such reduction to EPA, in accordance with the requirements of this Section, and may reduce the amount of the security after receiving written approval from EPA. In the event of a dispute, Park City may seek dispute resolution pursuant to Section XIX (Dispute Resolution). Park City may reduce the amount of security in accordance with EPA's written decision resolving the dispute.

112. Park City may change the form of financial assurance provided under this Section at any time, upon notice to and prior written approval by EPA, provided that EPA determines that the new form of assurance meets the requirements of this Section. In the event of a dispute, Park City may change the form of the financial assurance only in accordance with the written decision resolving the dispute.

XXX. MODIFICATIONS

113. The affected Parties may agree to modifications to any plan, schedule, work plan or statement of work in writing or verbally. Any verbal modification will be promptly memorialized in writing. Any requirements of this Settlement Agreement relating to the Work may be modified in writing by mutual agreement of Park City and EPA. Any other requirements may be modified in writing by mutual agreement of the affected Parties.

114. If Park City seeks permission to deviate from any approved work plan or schedule, Park City's project coordinator shall submit a written request to EPA for approval outlining the

proposed modification and its basis. Park City may not proceed with the requested deviation until receiving oral or written approval from the EPA project coordinator pursuant to Paragraph 113.

115. No informal advice, guidance, suggestion, or comment by the EPA project coordinator or other representatives of the Environmental Agencies regarding reports, plans, specifications, schedules, or any other writing submitted by Park City shall relieve Park City of its obligation to obtain any formal approval required by this Settlement Agreement, or to comply with all requirements of this Settlement Agreement, unless it is formally modified.

XXXI. NOTICE OF COMPLETION OF WORK

116. When EPA determines, after EPA's review of a final report that all Work has been fully performed in accordance with this Settlement Agreement, with the exception of any continuing obligations required by this Settlement Agreement, including payment of Future Response Costs, or record retention, EPA will provide written notice to Park City. If EPA determines that any such Work has not been completed in accordance with this Settlement Agreement, EPA will notify Park City, provide a list of the deficiencies, and require Park City to modify the Removal Action Work Plan if appropriate in order to correct such deficiencies. Park City shall implement the modified and approved Removal Action Work Plan and shall submit a modified final report in accordance with the EPA notice. Failure by Park City to implement the approved modified Work Plan shall be a violation of this Settlement Agreement.

XXXII. ADMINISTRATIVE RECORD

117. EPA will determine the contents of the administrative record file. Park City shall submit to EPA documents developed during the course of the EE/CA upon which selection of any response action will be based. Upon request of EPA, Park City shall provide to EPA copies of plans, task memoranda for further action, quality assurance memoranda and audits, raw data, field notes, laboratory analytical reports and other reports. Upon request of EPA, Park City shall additionally submit any previous studies conducted under state, local or other federal authorities relating to the EE/CA, and all communications between Park City and state, local or other federal authorities concerning the EE/CA. A copy of the administrative record file shall be maintained in the current information repository located at the Park City Library, 1255 Park Avenue, Park City, Utah.

XXXIII. INTEGRATION/APPENDICES/NOTICES

118. This Settlement Agreement and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those

expressly contained in this Settlement Agreement. The following appendices are attached to and incorporated into this Settlement Agreement:

Appendix A: Site Map
Appendix B: Silver Maple Claims Map
Appendix C: EE/CA Work Plan for OU4
Appendix D: NRDA Scope of Work for OU4
Appendix E: Major Deliverables

Unless otherwise provided in this Settlement Agreement, when written notice is required to be given or a report or other document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses set forth below, unless those individuals or their successors give notice of a change to the other Parties in writing. All notices and submissions shall be considered effective upon receipt, unless otherwise provided.

As to EPA:

Kathryn Hernandez
Remedial Project Manager
Superfund Remedial Section, 8EPR-RA
US EPA, Region 8,
1595 Wynkoop Street
Denver, Colorado 80202
Phone: (303) 312-6101
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Andrea Madigan
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Mo Slam
UDEQ Project Manager
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Kari Lundeen
Permits, Compliance, and TMDL Branch
Division of Water Quality
Utah Department of Environmental Quality
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Sandra K. Allen
Assistant Attorney General
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Email: skallen@utah.gov

As to the State Natural Resource Trustee

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4th Floor
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Sandra K. Allen
Assistant Attorney General
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Mo Slam
State Trustee Technical Advisor
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Kent Sorenson
State Trustee Technical Advisor
For Richardson Flat OU4
Habitat Restoration Biologist
DWR-NRO
515 East 5300 South
Ogden, UT 84401
Phone: (801) 643-8342
Email: kentsorenson@utah.gov

As to BLM or FWS:

Casey S. Padgett
Branch of Environmental Compliance and Response
Office of the Solicitor, Department of the Interior
1849 C Street, N.W., Mail Stop 5530
Washington, D.C. 20240
Phone: (202) 208-4125
Email: casey.padgett@sol.doi.gov

Dana Jacobsen
Office of the Solicitor, Department of the Interior
755 Parfet, Suite 151
Lakewood, CO 80215
Phone: (303) 231-5353, ext 336
Email: dana.jacobsen@sol.doi.gov

Tim Ingwell
BLM Utah State Office
440 West 200 South,
Suite 500
Salt Lake City, UT 84101
Phone: (801) 539-4088
Email: tingwell@blm.gov

John Isanhart
U.S. Fish and Wildlife Service Region 6
Utah Ecological Services Field Office
2369 West Orton Circle, Suite 50
West Valley City, UT 84119 Phone: (801) 975-3330
Email: John_Isanhart@fws.gov

Chris Cline
U.S. Fish and Wildlife Service Region 6
Utah Ecological Services Field Office
2369 West Orton Circle, Suite 50
West Valley City, UT 84119
Phone: (801) 975-3330
Email: Chris_Cline@fws.gov

As to Park City:

Joan Card
Environmental Regulatory Affairs Manager
Park City Municipal Corporation
445 Marsac Ave
P.O. Box 1480
Park City, Utah 84060-1480
Phone: (435) 615-5153
Email: joan.card@parkcity.org

Polly Jessen
Kaplan Kirsch & Rockwell LLP
1675 Broadway, Suite 2300
Denver, CO 80202
Phone: (303) 825-7000
Email: pjessen@kaplankirsch.com

XXXIV. EFFECTIVE DATE

119. This Settlement Agreement shall be effective the day upon which it has been fully executed by all Parties.

The undersigned representatives certify that they are fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Party they represent to this document.

Agreed this ____ day of _____, 2013.

PARK CITY MUNICIPAL CORPORATION:

By:_____

ATTEST:

City Recorder's Office

APPROVED AS TO FORM;

City Attorney's Office

The undersigned representatives certify that they are fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Party they represent to this document.

Agreed this ____ day of _____, 2013.

BY:

Amanda Smith, Executive Director
Utah Department of Environmental Quality

BY:

Brad T Johnson
State of Utah Natural Resource Trustee

It is so ORDERED AND AGREED this _____ day of _____, 2013.

BY:

Bureau of Land Management
Title

BY:

Fish and Wildlife Service
Title

It is so ORDERED AND AGREED this _____ day of _____, 2013.

BY:

DATE: _____
Andrea Madigan, Supervisory Attorney
Legal Enforcement Program
U.S. Environmental Protection Agency, Region 8
1595 Wynkoop Street
Denver, CO 80202-1129

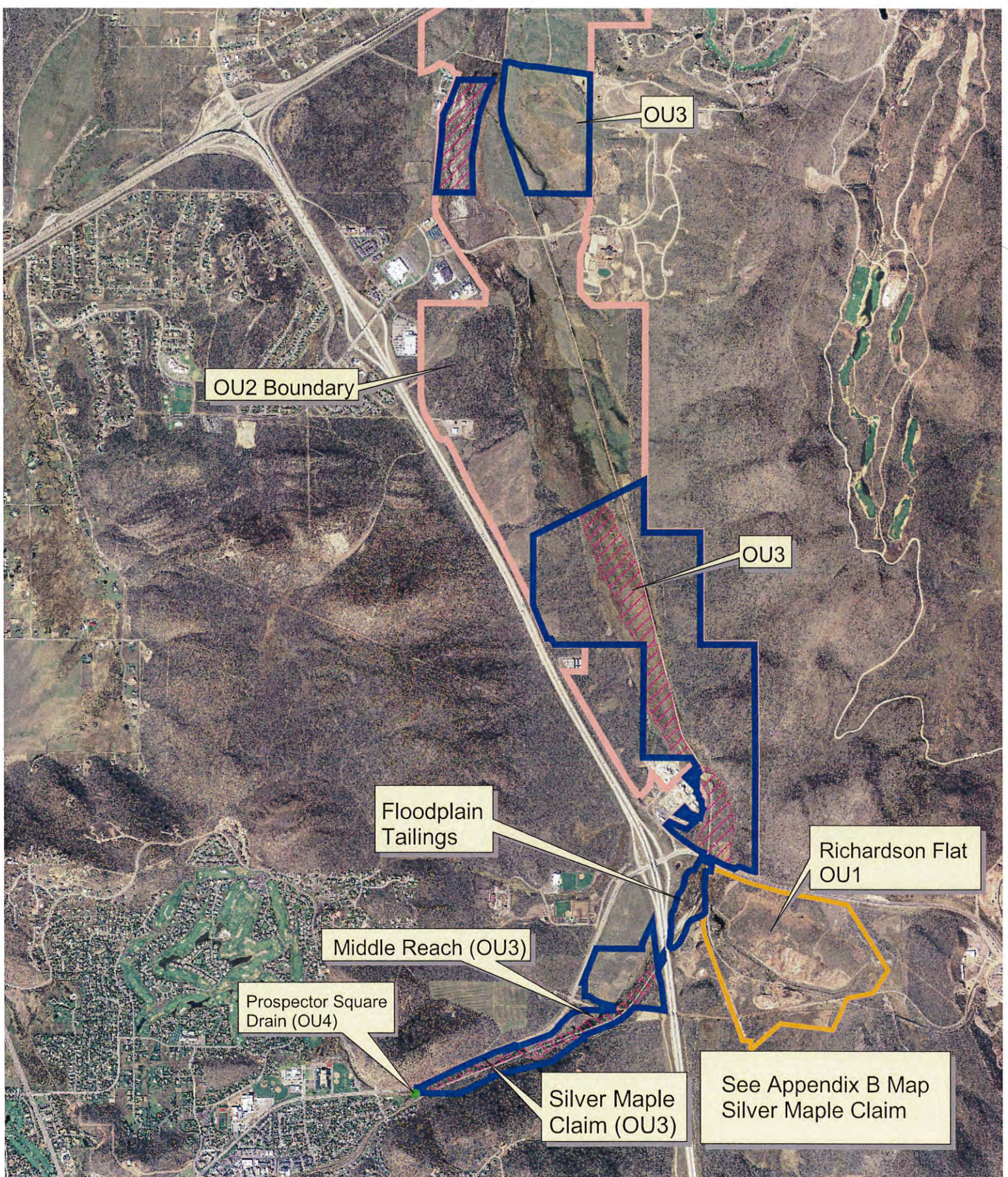
BY:

DATE: _____
Kelcey Land, Director
RCRA & CERCLA Technical Enforcement Program
U.S. Environmental Protection Agency, Region 8
1595 Wynkoop Street
Denver, CO 80202-1129

BY:

DATE: _____
Bill Murray, Director
Superfund Remedial Response Program
U.S. Environmental Protection Agency, Region 8
1595 Wynkoop Street
Denver, CO 80202-1129

EFFECTIVE DATE: _____



- Prospector Square Drain (OU4)
- LSC-MR (OU3) Boundary
- LSC Boundary (OU2)
- Richardson Flat (OU1) Study Area
- ▨ LSC OU3 Tailings
- ▨ Middle Reach OU3 Tailings

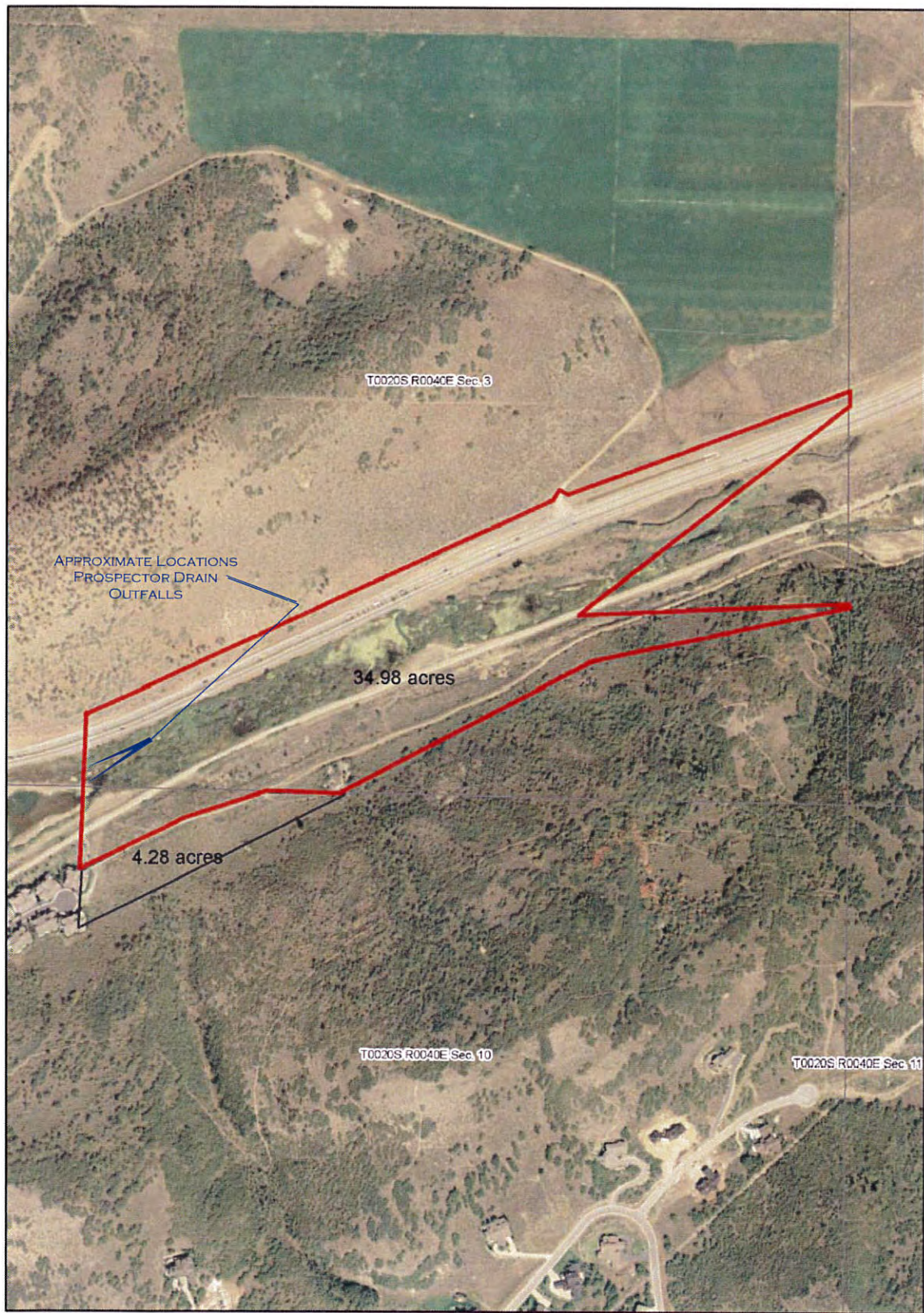
0 0.4 0.8 1.2 1.6 2 Miles

Appendix A

Map Date
02-24-2012



BLM Sliver Maple Parcel



SILVER MAPLE CLAIM
APPENDIX B

APPENDIX C
ENGINEERING EVALUATION / COST ANALYSIS
OU4 (PROSPECTOR DRAIN)

Park City, Utah

WORK PLAN

Prepared for

Park City Municipal Corporation



December 2012

Prepared by

URS Corporation
756 East Winchester, Suite 400
Salt Lake City, Utah 84107

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LIST OF ACRONYMS AND ABBREVIATIONS

amsl	above mean sea level
ANL	Argonne National Laboratory, Environmental Research Division
ARARs	Applicable or Relevant and Appropriate Requirements
bgs	below ground surface
BLM	U.S. Bureau of Land Management
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CERCLIS	Comprehensive Environmental Response, Compensation, and Liability Information System
CFR	Code of Federal Regulations
cfs	cubic feet per second
CLP	Contract Laboratory Program
CSM	Conceptual Site Model
CWA	Clean Water Act
DERR	State of Utah Division of Environmental Response and Remediation
DOI	U.S. Department of the Interior
DQO	data quality objectives
EDDs	electronic data deliverables
EE	Engineering Evaluation
EE/CA	Engineering Evaluation / Cost Analysis
EPA	U.S. Environmental Protection Agency
ERA	Ecological Risk Assessment
ERM	Environmental Resources Management
°F	degrees Fahrenheit
FWS	U.S. Fish and Wildlife Service
gpm	gallons per minute
HHRA	Human Health Risk Assessment
HASP	Health and Safety Plan
IC	Institutional Control
IDW	investigation derived waste
LUC	Land Use Control
MCL	maximum contaminant level
MDL	method detection limit
µg/kg	micrograms per kilogram
µg/L	micrograms per liter
mL	milliliter
NCP	National Oil and Hazardous Substances Contingency Plan
ND	non-detect
NPL	National Priorities List

NRDA	Natural Resource Damage Assessment
O&M	Operation & Maintenance
OU3	Richardson Flat Tailings Site Operational Unit 3
OU4	Richardson Flat Tailings Site Operational Unit 4 (Prospector Drain)
Park City	Park City Municipal Corporation
PRGs	preliminary remediation goals
PRPs	Potentially Responsible Parties
QA	Quality Assurance
QC	Quality Control
QAPP	Quality Assurance Project Plan
RAA	Restoration Alternative Analysis
RAOs	remedial action objectives
RI/FS	Remedial Investigation / Feasibility Study
ROD	Record of Decision
SAP	Sampling and Analysis Plan
SETTLEMENT AGREEMENT	
	Administrative Settlement Agreement and Order on Consent for EE/CA
	Investigation and Removal Action
SOW	Scope of Work
TMDL	Total Maximum Daily Load
UDNR	Utah Department of Natural Resources, Division of Water Rights
UDEQ	State of Utah Department of Environmental Quality
URS	URS Corporation
UPCM	United Park City Mines Company
USCWG	Upper Silver Creek Watershed Group
VCP	State of Utah Voluntary Cleanup Program

1.0 INTRODUCTION

1.1 Background

This Work Plan is part of and incorporated into the Administrative Settlement Agreement and Order on Consent for EE/CA Investigation and Removal Action (Settlement Agreement) for the Richardson Flat Tailings Site in Park City, Utah. Unless otherwise expressly provided in this Work Plan, the terms used herein that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or such regulations. Whenever terms defined in the Settlement Agreement are used in this Work Plan, they shall have the same meaning assigned to them in the Settlement Agreement.

1.2 Purpose and Objectives

The purpose of this Engineering Evaluation / Cost Analysis (EE/CA) Work Plan is to present the site-specific approach Park City will employ to complete the site investigation and removal action development and analysis required for an EE/CA at OU4. The goals of an EE/CA are to gather sufficient data to allow for the development of removal action alternatives, to analyze the effectiveness of those alternatives, and to ultimately recommend a preferred alternative.

Park City is responsible for conducting the OU4 EE/CA as outlined in the Settlement Agreement.

In conjunction with the EE/CA, Park City is preparing a separate natural resources Assessment Plan and performing an assessment to develop an Injury Assessment and Restoration Alternatives Analysis as required under the Settlement Agreement. Such assessment and analysis is structured in a manner that is in coordination with and consistent with the provisions of the EE/CA prepared for OU4. Park City expects to use EE/CA data and analysis and to supplement that data with additional data collection performed concurrently with the work performed under this Work Plan to support the Injury Assessment and Restoration Alternatives Analysis.

1.3 Work Plan Organization

The EE/CA will present the results of the investigation activities conducted at the site, and evaluate non-time critical removal action alternatives to meet water quality objectives. The report will be organized into the following sections:

- Section 1 – Introduction: This section summarizes the historical background, presents the basis for the work, and outlines the remaining sections.
- Section 2 – Site Background and Setting: This section provides an overview of previous site investigations and the environmental setting.
- Section 3 – Project Planning: this section identifies data gaps and develops data quality objectives for performance of the EE/CA.

- Section 4 – Site Characterization Task: This section summarizes the approach Park City will use to characterize OU4, including the sampling required to fill data gaps and how the data will be analyzed and presented in the Site Characterization Report.
- Section 5 – Engineering Evaluation / Cost Analysis: This section summarizes the approach Park City will use to develop and analyze removal alternatives for the site, as well as presents some potential passive and active technologies to be considered in developing those alternatives.

The EE/CA report will be submitted to EPA in a phased approach starting with a Preliminary Engineering Evaluation (EE), which will summarize findings from the Site Characterization Report, and will present all of the evaluations performed up to and including the identification and evaluation of passive and active removal action alternatives necessary to meet the Remedial Action Objectives.

Once the EPA has approved the Preliminary EE, the Draft EE/CA will be prepared and submitted to EPA, which will add a comparative analysis of removal actions and identification of the preferred removal action alternatives.

Once the EPA has reviewed and commented on the Draft EE/CA, the Final EE/CA will be prepared, which will incorporate response to review comments, and the Final EE/CA will be submitted to the EPA.

- Section 6 – References: This section presents the references used in the document.

2.0 SITE BACKGROUND AND SETTING

Prospector Square is located adjacent to Silver Creek on the northeast side of Park City. Silver Creek flows through the historic district, then heads northeast along the south border of Prospector Square, continues through the wetlands downstream, passing U.S. Highway 40, and then at Keetley Junction turns north-northwest toward Interstate Highway 80. Figure 1-1, the Site Location and Vicinity Map, shows the general location of Prospector Square.

The Prospector Drain collects groundwater from the northeastern portion of Prospector Square and conveys it to a junction box where a portion is directed to an engineered wetland known as the Biocell for treatment and the remainder is directed into an underground bypass pipe (see Attachment A for the presumed design drawings of the drain). Both effluents discharge into the wetlands on or near the Silver Maple Claims. OU4 is the Prospector Drain and those areas within its zone of influence necessary to accomplish the response action goals.

2.1 Previous Site Investigations

Prospector Square has undergone several investigations beginning in 1975 with the groundwater and foundation study conducted to support economic development of the northeast subdivision of the former tailing area. The following sections summarize previous investigations and studies in chronological order.

Report of Groundwater and Foundation Investigation, Northeastern Portion of Prospector Square Development Site, Park City, Utah (Dames & Moore, 1975)

Dames & Moore conducted a groundwater and geotechnical investigation in 1975 to support economic development of the former tailings pond. The purpose of the study was to develop overall drainage, foundation and earthwork recommendations for utilization in planning the layout of the development and design of structures within the former tailings area.

The field work generally consisted of site reconnaissance and excavation of 10 test pits for geotechnical samples and lithologic descriptions. Based on the test pits results, it was determined that the former mine tailings, now capped, were found to cover most of the site at thicknesses ranging from 0.5 to 3 feet thick.

The former tailings consisted of loose, light grayish-brown to gray, fine to medium-grained silty sand. Underlying the former tailings was a compressible, fine grained, cohesive soil (clayey silt) extending down to approximately 3-8 feet bgs. Underlying the cohesive soils was a granular material ranging from medium-dense to dense, silty sand and sandy gravel with cobbles.

Groundwater was encountered ranging from near the surface in the eastern portions of the site to greater than 10 feet bgs in the western portions of the site. The shallow groundwater in the northeastern portion of the site was attributed in the study to the impedance of groundwater flow, caused partially by the constriction/accumulation of alluvium in the valley to the northeast and by the flattening of the Silver Creek stream gradient east of the site.

The general recommendations of the Dames & Moore Investigation are:

1. Silver Creek should be deepened along the southeastern and eastern portion of the site and to the northeast of the site to decrease flooding potential.
2. A subsurface drain (Prospector Drain) should be installed to help lower the water table within the northeastern portion of the Prospector Square tailings area.
3. The irrigation diversion channel (Pace Homer Ditch) near the northeastern portion of the site should be lined.
4. Foundations should not be established upon the compressible cohesive soil or tailings.

Hydrology of the Prospector Square Area, Summit County, Utah (USGS, 1988)

The United States Geological Survey (USGS), in 1988, conducted a study to characterize the former mine tailings, surface water system, stream sediment, and groundwater system in the vicinity of the former Silver Creek tailings site in the Prospector Square area. The results of the study were used by the EPA and the Utah Department of Health to determine if selected constituents are being released from the former tailings to Silver Creek and unconsolidated valley-fill aquifers.

The general findings of the study are:

1. The unconsolidated valley fill consists of poorly sorted mixtures of clay, silt, sand, and gravel with intermittent layers of clay. The hydraulic conductivity of the unconsolidated valley-fill aquifer ranged from 1 to 14 feet per day.
2. The generalized groundwater gradient was northeast towards the Pace Homer ditch. The depths to groundwater, shown in Figure 2-1, range from approximately 43 feet bgs on the west side of Prospector Square to 7 ft bgs on the east side of Prospector Square.
3. Pump tests indicated that groundwater located in unconsolidated valley-fill deposits did not move towards a pumped municipal well completed in consolidated rock aquifer.
4. Silver Creek surface water samples collected downstream of the former tailings site indicated that concentrations of dissolved and particulate cadmium, manganese, and zinc were greater than background levels.
5. Groundwater samples collected from six wells overlaid by tailings indicated that concentrations of dissolved and particulate cadmium, manganese, and zinc were greater than background levels.

Figure 2-1 presents the results from this study for the analytes that have a current screening value being used throughout Upper and Lower Silver Creek (Table 3-1). Many of the results in Figure 2-1 are elevated above those screening values. The method detection limits for cadmium and lead in groundwater are not low enough to determine if concentrations are above the screening value for some samples. Future water quality sampling must use EPA laboratory analytical method SW846-6020A to ensure proper detection limits are achieved.

Hydrology and Snowmelt Simulation of Snyderville Basin, Park City, and Adjacent Areas, Summit County, Utah – Technical Publication No.115 (USGS, 1998)

The USGS, in cooperation with the Utah Department of Natural Resources, Division of Water Rights, Park City, Summit County, and the Weber Basin Water Conservancy District, completed this study to assess the quantity and quality of the water resources of the Snyderville Basin and surrounding areas in Summit County. The study found that the consolidated rocks and unconsolidated valley fill in the study area form a heterogeneous, anisotropic, interconnected groundwater system.

During this study, observations from Silver Creek indicated that large stream flows were not generated by the spring snowmelt runoff in the spring of 1995. The lack of large snowmelt runoff within Upper Silver Creek suggests that most of the runoff from snowmelt seeps into the subsurface before reaching the Silver Creek stream channel. Silver Creek peak stream flows in 1995 occurred in March and reached a maximum flow of approximately 140 cfs.

Geology of Snyderville Basin, Western Summit County, Utah, and its Relation to Groundwater Conditions (UGS, 2001)

The Utah Geologic Society (UGS) performed a study in 2001. The purpose of this study was to provide geologic information important in assessing groundwater resources and siting of wells within the Snyderville basin. The study found that groundwater does not readily flow across shale beds, and hydraulic communication only occurs between wells and springs in the same stratigraphic groundwater compartments.

The lack of hydraulic communication among the shallow wells (completed in the valley fill aquifer) and the municipal wells (completed within the consolidated rock aquifer) within the Park Meadows and Prospector Square area indicates that little to no hydraulic communication is likely occurring between the valley-fill and the consolidated rock aquifer (Woodside Shale Formation) underlying Prospector Square.

QuickSite® Investigation for the Upper Silver Creek Watershed, Utah: Regional Analysis and Recommendations (ANL, 2004)

The objectives of this study were to characterize the hydrology of the Upper Silver Creek watershed; characterize the hydrologic system with respect to surface water and groundwater; develop conceptual models of the hydrologic systems for four CERCLIS sites (Marsac Mill, Prospector Square, Silver Maple Claims, and Richardson Flats; and use the models to reduce uncertainties, focus investigations and guide decisions on regulation and environmental remediation. The study identified a series of uncertainties and recommended additional monitoring, aquifer tests, and groundwater flow modeling.

Groundwater Flow Modeling for Prospector Square and Silver Maple Claims Tailings Sites (Kolm and Yan, 2005)

In 2005, the BLM conducted initial groundwater flow modeling for the Prospector Square and Silver Maple Claims (SMC) sites. The objective of the work was to quantitatively understand the site-specific groundwater flow system and evaluate the potential impacts of lining Silver Creek, lining the Pace Homer Ditch, and blocking flow through the Prospector Drain. The modeling indicated that groundwater from the Park City Formation (bedrock aquifer flow) is contributing to the alluvial aquifer below the Prospector Square pipe discharge and may affect groundwater flow into the southern boundary of Prospector Square-Silver Maple Claims. The modeling also indicated that: 1) lining Silver Creek would affect water levels and flow paths throughout the area; 2) lining the Pace Homer Ditch would affect the water levels and flow paths throughout the part of Silver Maple Claims evaluated; and 3) blocking flow through the Prospector Drain would affect water levels throughout the area.

Data-collection Activities by the US Geological Survey (USGS) in support of groundwater flow modeling being conducted by the Bureau of Land Management (BLM) near the Prospector Square Tailings Site, Park City, Utah (USGS, 2005)

The objectives of this study were to better define boundary conditions within the Prospector Square area to support the Bureau of Land Management (BLM) groundwater flow model. Generally, the study found a downward vertical gradient existing within the western and middle portions of the Prospector Square area, resulting in Silver Creek losing surface water to groundwater in this area. Silver Creek is likely gaining water within the eastern portions of the site from groundwater seepage.

2.2 Environmental Setting

The following subsections provide a description of the general environmental setting within and in the vicinity of Prospector Square. The description includes: geology and terrain, soils, climate, surface water, and groundwater.

2.2.1 Geology and Terrain

Prospector Square, located in Park City, Utah, is bounded by Silver Creek on the south and east, Kearns Boulevard and Park Meadows on the north, and Bonanza Boulevard on the west (see Vicinity and Site Location Map, Figure 1-1).

The terrain generally slopes north to northeast towards Park Meadows from Bonanza Boulevard. Elevations range from approximately 6820 feet above mean sea level (amsl) to approximately 6720 feet amsl at the northern portion of Park Meadows.

The consolidated strata under Prospector Square have undergone reverse faulting during the Sevier Orogeny, approximately 66 to 100 million years ago, resulting in structural deformation (folding and fracturing) of the consolidated rock.

Prospector Square is underlain by a thick layer (100+ feet) of unconsolidated glacial outwash and alluvium valley fill. The valley fill consists of poorly sorted gravels and cobbles intermixed with

silt, and clay. Consolidated rocks beneath the valley fill of Prospector Square primarily consist of Triassic Age Woodside Shale.

2.2.2 Soils

Prospector Square has been developed as residential and commercial property. The area is covered by imported topsoil and asphalt and concrete pavement. Underneath this cap lies the original tailings pond or other mine waste. Park City manages a strict soil ordinance as an institutional control that was initially enacted in 1988 and enhanced in 2003.

Below this imported surface material, a thin (0 to 3 feet) and discontinuous layer of mine tailings exists. Below the mine tailings, the native soils consist of clay, silt, sand, gravel, and cobbles.

2.2.3 Climate

The Prospector Square site receives 16-22 inches of average annual precipitation and has 80 to 100 days in the annual frost-free period (USDA, 2002). The average monthly temperature highs range from 37°F to 87°F with extremes ranging from over 100°F in summer months to below 0°F in winter months.

2.2.4 Surface Water

The Park City area is generally divided by a slight topographic ridge (Cemetery Hill) located southwest of Park meadows and west of Prospector Square. Drainage separates to the east towards Silver Creek, and north towards McLeod Creek.

Prospector Square is almost entirely drained by Silver Creek, a tributary to the Weber River (see Figure 1-1). The headwater to Silver Creek is located in Empire Canyon and flows north to the west side of Prospector Square, where a slight topographic ridge diverts Silver Creek to the east.

The headwater of McLeod Creek is located in Thaynes Canyon and flows northwestward becoming a tributary to East Canyon Creek. McLeod Creek drains the north western portion of Park City.

2.2.5 Groundwater

Prospector Square is a shallow basin that slopes gently to the northeast. Groundwater is present at 5-35 feet bgs. The groundwater gradient / flow direction likely mirrors the topographical gradient (approximately 0.015 feet per foot) to the east-northeast towards Park Meadows, the Pace-Homer Ditch, and the Prospector Drain.

Prospector Drain intercepts a portion of this groundwater. A portion of the groundwater collected by the Prospector Drain is conveyed to the Biocell and treated before discharging on or near OU3. The remaining portion is conveyed, via an underground bypass pipe, directly to an adjacent discharge point on or near OU3.

Figure 2-2 shows measured flows from Prospector Drain, and downstream flows at the Biocell and the bypass to Silver Creek.

Generally, a downward vertical gradient exists within the western and middle portions of the Prospector Square area, resulting in Silver Creek losing surface water to groundwater in this area (USGS, 2005). Silver Creek may gain water in the eastern portions of the site from groundwater seepage.

The unconsolidated valley-fill aquifer is likely greater than 100 feet thick within the Prospector Square area, and underlain by a consolidated rock aquifer comprised mainly of Woodside Shale formation and, to a lesser extent, the lower Thaynes Formation. The hydraulic conductivity of the unconsolidated valley-fill aquifer ranges from 1 to 14 feet per day (USGS, 1989). Impacts from past mining activities are likely limited to the uppermost portion of the shallow unconfined aquifer (USGS, 1989).

2.2.6 Wetlands and Ecological Systems

Prospector Drain discharge enters wetlands downstream on or near the Silver Maple Claims that is a part of OU3.

2.2.7 Ecological Systems

Prospector Drain discharges to the wetlands downstream on or near the Silver Maple Claims that is a part of OU3.

3.0 PROJECT PLANNING

3.1 Scope

The purpose of project planning is to define the type, extent and level of investigation and analysis necessary to characterize the site sufficiently to adequately inform the evaluation of appropriate removal actions for the Prospector Drain and to ensure that the removal action alternatives developed comply with the Remedial Action Objectives (RAOs).

The scope must identify any data gaps in existing available information, as well as define the data quality objectives (DQOs) required for the project. A Conceptual Site Model will be submitted to the EPA for comment and approval with or prior to the Sampling and Analysis Plan submittal.

3.2 Identification of Data Gaps

A better understanding of the area of groundwater influenced by the Prospector Drain is needed in order to evaluate the incremental contribution of its discharge to downstream contamination. Data gaps identified in this understanding include:

- Zone of influence of the Prospector Drain.
- Groundwater seasonal variations within the zone of influence of the Prospector Drain.
- Sources of water contributing to the shallow groundwater within the zone of influence of the Prospector Drain.
- The surface water and groundwater zone of influence on the Prospector Drain.
- Contributions from Silver Creek, Pace-Homer Ditch, the Kearns Boulevard swale, or other surface water sources into the Prospector Drain.
- Baseline and seasonal water quality data for Silver Creek at several locations upstream of the Prospector Drain outfall, to establish the background values for constituents of concern (arsenic, cadmium, lead and zinc).
- Seasonal water quality data for the Prospector Drain and Biocell outfalls for the primary constituents of concern.
- Seasonal water quality data for the groundwater influence on the Prospector Drain.
- Seasonal water quality data in Silver Creek and the shallow groundwater in the zone of influence to the Prospector Drain.

3.3 Development of Data Quality Objectives for Performance of the EE/CA

DQOs define the type, quantity and quality of data necessary to meet the project objectives (EPA, 2000). There are several project-specific DQOs for OU4:

- Determine the area of groundwater influence on the Prospector Drain.
- Determine the time-variable contaminant loads and concentrations from the Prospector Drain and Biocell discharges to the downstream Silver Maple Claims.
- Determine the surface water and shallow groundwater sources and contributions to contaminant loading in the reaches of Silver Creek that influence the Prospector Drain. This includes the area of Silver Creek adjacent to the Silver Creek Tailings area that has an influence on the Prospector Drain.
- Determine the influence of the Pace Homer Ditch on the Prospector Drain.

Table 3-1 presents the established screening values used to evaluate surface water and groundwater at the Site.

Table 3-1: Established Screening Values for Heavy Metals					
Heavy Metal	Soil¹	Sediment¹	Surface Water	Shallow Groundwater	Groundwater
Pb	500 mg/kg	310 mg/kg	2.50 µg/L	2.50 µg/L	15.0 µg/L
As	100 mg/kg		150 µg/L	150 µg/L	10.0 µg/L
Zn			118 µg/L	118 µg/L	5000* µg/L
Cd			0.250 µg/L	0.250 µg/L	5.0 µg/L
NOTES	Soil samples: • 0-2" surface • 2-12" sub-surface	Use sediment values when sampling in irrigation ditches, drainages and any wetlands.	Dissolved concentrations. Hardness value in LSC surface water = 100 mg/L	Dissolved concentrations.	Drinking Water MCLs. *Zinc does not have an MCL but a secondary MCL

¹ Soil values are included for informational purposes to assist in evaluation of passive removal alternatives. Sediment values are included for the sake of completeness.

Note: Water samples shall be analyzed by analytical method SW846-6020A to meet the required detection limits for cadmium. Soil/sediment samples can be analyzed by analytical method SW846-6010C.

3.3.1 Field Data Quality Objectives

The objectives of the site characterization are to physically and chemically define the zone of influence contributing to groundwater discharges from the Prospector Drain and Biocell outfalls and to gather data sufficient to inform the evaluation of appropriate removal alternatives for the Prospector Drain.

A second objective is to generate adequate data to conduct a streamlined risk evaluation for OU4.

3.3.2 Laboratory Data Quality Objectives

Laboratory DQOs will be developed and presented in the Site QAPP after the Effective Date of the Settlement Agreement. All samples will be analyzed by a certified laboratory. All analytical data will be validated by a URS chemist, per the project QAPP, prior to reporting results, to ensure that all data is defensible and useful for the intended purpose. In addition, EPA will be sent electronic data deliverables and Level 4 QA/QC packages directly from the laboratory to allow EPA to confirm data validation for all sample results.

3.4 Community Relations

EPA will develop and implement community relations activities for OU4. Park City shall, as requested by EPA, assist EPA by providing information regarding the Site and/or OU4 history, participating in public meetings, developing graphics, placing newspaper ads developed by EPA, or distributing fact sheets developed by EPA.

4.0 SITE CHARACTERIZATION TASK

Site characterization is necessary in order to evaluate appropriate removal alternatives for the Prospector Drain. A Site Characterization Report will be submitted to EPA for comment and approval prior to evaluating removal action alternatives for Prospector Drain.

4.1 Develop SAP (FSP and QAPP) and HASP

The Sampling and Analysis Plan (SAP) (comprised of the Field Sampling Plan [FSP] and Quality Assurance Project Plan [QAPP]) and the HASP will be prepared within ninety days after the Effective Date of the Settlement Agreement. The SAP and HASP will be submitted to and approved by EPA prior to field mobilization.

4.2 Field Investigation

The proposed field investigation at the site consists of a combination of surface water sampling, groundwater sampling, and soil sampling, as summarized below.

- Quarterly collection of chemical and physical (stream flow and elevation) data from four surface water sample locations, as shown on Figure 4-1.
- Monthly collection of surface water level data from 7 measuring points in Silver Creek and 4 measuring points in the Pace Homer Ditch, as shown on Figure 4-1. If there is no flow at the lower surface water monitoring location, the sample will be collected and flow monitored above it at Wyatt Earp Drive.
- Surface water chemical sampling and associated flow measurement will be conducted quarterly, with surface water elevation measurements collected monthly.
- Installation of a network of at least 24 piezometers (shown in Figure 4-1), followed by data collection from the piezometers. Should the initial water level data collected from these piezometers indicate that the groundwater zone influencing the Prospector Drain has not been delineated, additional piezometers will be installed.
- Soil sample profile logs and analytical chemistry composite soil samples will be collected at four foot intervals and, in general, from different stratigraphic units, to the maximum depth of the piezometer (anticipated to be 25 feet).
- Surface water collection from the outfalls for the Biocell and the Prospector Drain bypass.

The intent of the investigation is to gain a better understanding of the local groundwater regime adjacent to the Prospector Drain (see Attachment A for a presumed design drawing of the Prospector Drain), to define the hydrogeologic area that the drain captures, and to gather data to support evaluation of removal efforts that may be implemented to reduce metal concentrations in the outfall from the Biocell and Prospector Drain Bypass.

4.2.1 Proposed Piezometer Installation

Piezometers will be installed in the area of the Prospector Park subdivisions to better understand the local groundwater in the area of the Prospector Drain. According to available data (USGS, 1989, pages 51-56), depth to groundwater across Prospector Square varies from near 40 feet bgs in the western portion to less than 5 feet bgs in the eastern portion. Installation of piezometers in areas where depth to groundwater is less than 30 feet bgs can be accomplished using a direct-push drill rig. Installation of piezometers in areas where depth to groundwater is greater than 30 feet bgs will require use of a different drill rig, likely sonic, due to the depth and geology.

Therefore, since mobilization of two different drill rigs would be required in order to install piezometers across the length of Prospector Square, piezometers will be installed in phases, if necessary, with the shallower to medium depth piezometers (less than 30 feet in depth) installed and surveyed first.

It is anticipated that installation of the shallow to medium depth piezometers, using the direct-push drill rig, will provide sufficient data to delineate the shallow groundwater influence on the Prospector Drain. However, should initial groundwater depth data collected after installation of these piezometers indicate that delineation has not occurred, Park City will work with EPA and UDEQ to identify any additional deeper locations required and will then mobilize the sonic drill rig to install those piezometers.

A total of twenty three (24) shallow to medium depth 1-inch diameter piezometers will be installed as shown on Figure 4-1, using 3-inch diameter direct-push rods to the depth required to reach the groundwater table, in accordance with the specifications included in Attachment B. The piezometers will be installed in the late spring/early summer, during a period of high groundwater levels. All piezometers will be screened across the water table, taking into consideration its seasonal fluctuation. Three (3) of the piezometers will be hand augered in the bottom of Silver Creek to a maximum depth of 5 feet below ground surface (bgs) to better understand base flow within the coarse grain sediments of Silver Creek during low water periods (Figure 4-1). Elevation measurement points will be established along Silver Creek and the Pace Homer Ditch to facilitate an understanding of water levels. Surface water elevations will be monitored on a monthly basis at the time of piezometer elevation monitoring.

Soil profiles will be continuously logged during installation of the piezometers and composite soil samples will be collected at four foot intervals (and, in general, from different stratigraphic units) to the maximum depth (anticipated to be 30 feet) of each boring.

Piezometers and surface water measuring points will be surveyed by a Utah Licensed surveyor. Investigation-derived waste (soil cuttings and purge water) will be appropriately handled for disposal.

4.2.2 Proposed Data Collection and Sampling

During the installation of the 24 shallow to medium-depth, and any additional piezometers, soil profiles will be collected with soil liner sleeves that will be cut open to fully view and log the soil profile and also allow for composite soil samples to be collected at four foot intervals (and, in general, from different stratigraphic units), per the project SAP.

Data collection and sampling will be conducted for a period of one year to physically and chemically characterize surface water, OU4 discharge water (comprised of the discharge at the outfalls from the Biocell and the Prospector Drain Bypass), and groundwater in order to evaluate the sources of flow for OU4 and their contaminant loading throughout the year. Surface water flow will be monitored at the four surface water locations shown on Figure 4-1 to aid in the estimation of the relative contribution of the Drain to downgradient areas.

Water levels will be measured monthly at all piezometers and surface water elevation measuring points shown on Figure 4-1 in accordance with the project SAP. This data will be collected and evaluated monthly in order to determine the temporal effect on the shallow groundwater at OU4 and determine the area contributing flows to Prospector Drain.

Quarterly groundwater, surface water, and discharge water sampling will be conducted at the piezometers and sample points shown on Figure 4-1 in accordance with the project SAP. Samples will be collected and analyzed for metals as described below, and water quality parameters (temperature, dissolved oxygen, pH, hardness, conductivity, total suspended solids, nitrates, and alkalinity) will be recorded for each sample location. Surface water flow measurements will be collected quarterly at all surface water sampling locations. This data, in conjunction with the results of the metals analyses described below, will be used to evaluate contaminant loading to the Prospector Drain and from OU4, comprised of discharges from the Prospector Drain Bypass and Biocell outfalls and facilitate the site characterization effort. This sampling will be conducted quarterly, as opposed to monthly, because contaminant concentrations are not expected to fluctuate significantly on a monthly basis.

4.3 Sample Analysis and Data Validation

Laboratory preparation and analytical methods will be consistent throughout the project to facilitate comparison with agency split samples. All detection limits will be sufficient to compare to the screening levels shown in Table 3-1. Groundwater and surface water samples will be analyzed for the heavy metals (dissolved and total concentrations) shown in Table 4-1 by method SW846-6020A, in accordance with the project QAPP. These analytes are the metals for which there is a Utah aquatic wildlife water quality standard in the Utah Administrative Code R317-2-7. The samples will also be analyzed for temperature, dissolved oxygen, pH, hardness, conductivity, total suspended solids, nitrates, and alkalinity.

Soil samples collected during piezometer installation will be analyzed for the heavy metals shown in Table 4-1 (with the exception of mercury) by method SW846-6010C. All soil sample analysis will be conducted in accordance with the project QAPP.

Table 4-1: Summary of Analytes per Method in Groundwater Samples (Total and Dissolved) and Soil Samples		
Analyte	Preparation Method	Analytical Method
Aluminum	SW846 3050 or 3051 for soil 3010A for groundwater	SW846 6010C for soil 6020A for groundwater
Arsenic		
Barium		
Cadmium		
Calcium		
Chromium		
Copper		
Lead		
Magnesium		
Nickel		
Selenium		
Silver		
Zinc		
Additional Groundwater Analyte (Total and Dissolved)		
Mercury	SW846 7470A	SW846 7470A

All sample results will be provided to the EPA in electronic data deliverable format with corresponding Level 4 Quality Assurance/Quality Control package from the laboratory. EPA will perform data validation in accordance with the project QAPP to ensure data usability according to the data quality objectives.

4.4 Data Evaluation

Monthly groundwater level data will be evaluated to determine depth to groundwater and groundwater elevations at each sample point. This data will be contoured on a monthly basis and be used to create a monthly potentiometric groundwater surface, and to determine the extent of groundwater contributing to OU4 (comprised of the Biocell and Prospector Drain Bypass outfalls).

Quarterly groundwater sample data will be tabulated and used to evaluate overall and seasonal contaminant loading to the OU4 discharge points and the groundwater and surface water in the immediate vicinity of the Prospector Drain. Sample results will be statistically analyzed (to the extent possible based on statistical method), to determine any spatial or temporal trends. Surface water and Prospector Drain metals loadings will be calculated based on the quarterly sampling data. In addition all sample results will be compared to the established Silver Creek screening values presented in Table 3-1.

Composite soil samples collected during piezometer installation will be analyzed by analytical chemistry at a four foot interval (and, in general, from different stratigraphic units). Sample

profile results will be plotted on a site map to facilitate evaluation of passive and active removal actions for OU4.

The relative contribution of the Prospector Drain to down gradient areas will be estimated from a mass loading analysis using Drain, surface water and groundwater data. The Drain and surface water mass loading calculations will use Biocell, bypass, and surface water concentration and flow data collected during the site characterization. The groundwater mass loading calculation will use concentration and gradient data collected during the site characterization, in conjunction with the a hydraulic conductivity value estimated from the 1989 USGS Prospector Square area hydrology study (USGS, 1989).

4.5 Streamlined Human Health and Ecological Risk Evaluation

Park City recognizes that the quality of the water discharging from OU4 via the Biocell and the Prospector Drain bypass requires the actions being initiated with this EE/CA Work Plan. Park City will conduct a Streamlined Risk Evaluation for the water discharging from OU4 as outlined in EPA's *Guidance on Conducting Non-Time Critical Removal Actions Under CERCLA* (EPA, 1993).

As stated in the EE/CA guidance manual, the Streamlined Risk Evaluation (SRE) should focus on the specific problem that the removal action is intended to address. Therefore, since the removal action is intended to address the contamination discharging from the Prospector Drain, it is appropriate that the Streamlined Risk Evaluation only addresses that contamination. However, it is important that the SRE provide information on contaminant source(s) and locations, environmental media impacted, degree of site contamination (quantity, concentrations), potential receptors, and valuable natural resources. The Conceptual Model will be used to integrate the above information for the Prospector Drain and will be based on information gathered during the Site Characterization.

The objectives of the SRE are to:

- Identify principal chemicals of concern and exposure pathways from the Prospector Drain bypass and Biocell outfalls,
- Identify risks to human health and the environment from Prospector Drain in the absence of a removal action that should be addressed.

To address the objectives, the SRE may use analytical data collected from the Biocell and bypass during the site characterization and compare the appropriate values to the screening levels established for heavy metals in Table 3-1 to provide an assessment of the environmental and health effects associated with the OU4 outfalls.

The results of the Streamlined Risk Evaluation and the results of the mass loading analysis, conducted as part of data evaluation, will be discussed in the risk section of the EE/CA to inform a risk management decision.

4.6 Site Characterization Reporting

Site characterization reporting comprises the interim reports required to provide EPA and UDEQ a timely notification of site activities, as well as the more comprehensive Site Characterization Report that will be the basis for the subsequent Preliminary EE Report. Both of these site characterization reporting tasks are described below.

4.6.1 Interim Site Characterization Summary Reports

The following interim summary reports will be prepared and submitted to EPA and UDEQ:

- An interim Piezometer Installation report which will include a summary of installation activities, boring logs, survey data, development logs, and IDW disposal documentation.
- Monthly letter reports summarizing the results of each monthly water level collection effort, including potentiometric mapping and quarterly letter reports summarizing the results of each quarterly sampling effort.
- Monthly letter reports will include a summary of Prospector Drain Bypass and Biocell Outfall flows and laboratory reports.

4.6.2 Site Characterization Report

At the culmination of the year-long data collection and sampling effort, a Site Characterization Report will be produced that summarizes all of the field activities, presents and analyzes all of the data, presents the nature and extent of contamination based on that analysis, and provides a fate and transport evaluation. The Site Characterization Report shall include an outline for the EE/CA and shall be submitted within 90 days of Park City's receipt of all analytical laboratory data. The Site Characterization report will be included as an appendix to the EE, Draft EE/CA, and Final EE/CA reports.

5.0 ENGINEERING EVALUATION/COST ANALYSIS REPORT TASKS

The EE/CA uses information presented in the Site Characterization Report (which will be included in the EE/CA appendix), in conjunction with the Remedial Action Objectives (RAOs) developed by EPA and UDEQ to identify and evaluate alternatives, such that the most cost effective and appropriate removal action may be selected for OU4. The tasks necessary to perform the EE/CA are presented below.

5.1 Identification of Remedial Action Objectives

This section will be authored collectively by EPA and UDEQ to adequately address site conditions based on the findings of the Site Characterization Report.

5.2 Identification of Potential Removal Action Technologies

Both passive and active technologies will be identified for use in developing removal action alternatives. Examples of potential technologies are presented below. However, the technologies included in the EE/CA will be based on the results of the Site Characterization Report and the RAOs developed by EPA and UDEQ.

5.2.1 Passive Technologies to Reduce Impacted Flows to Prospector Drain

As part of the analysis of data collected during the project, actions may be considered singly or in combination that reduce the groundwater inflows into and through the Prospector Drain zone of influence that would reduce metal contamination in the drain, and thus the mass transport in the Biocell influent/effluent and bypass. These may include, depending on the results of the Site Characterization Report, but are not limited to:

1. Lining Silver Creek in the upstream losing segment close to Prospector Square.
2. Lining the Kearns Boulevard swale to reduce infiltration into Prospector Drain.
3. Lining Pace-Homer Ditch to reduce infiltration into Prospector Drain.
4. A hydraulic cutoff wall in one or more areas where groundwater is entering the zone of influence of the Prospector Drain.
5. Improvements to surface runoff management.
6. Irrigation management.

5.2.2 Active Technologies to Reduce Contaminant Discharges from Prospector Drain

There are several technologies that in combination can be used to treat discharges from Prospector Drain in order to meet water quality requirements. The exact mix of processes

depends on the constituents that must be removed since removal performance varies by metal. Metals to be removed may include arsenic, cadmium, lead and zinc but the specific contaminants of concern for removal actions will be determined during performance of the EE/CA.

The removal processes may include but are not limited to:

- Processes to precipitate / settle / filter dissolved and suspended metals through coagulation and/or pH adjustment.
- Filtration processes via activated media, conventional media, or membranes (microfiltration, ultrafiltration, nanofiltration, or reverse osmosis).
- Adsorption processes via various types of activated media (greensand or similar, granular activated carbon).
- Electrodialysis and ion exchange.
- Effluent conditioning including pH / alkalinity adjustment.
- Adaptation or expansion of the Biocell in conjunction with other treatment steps.

Each mix of technologies will be evaluated for its ability to comply in a consistent manner with water quality requirements, ease of operation, and the attendant capital and O&M costs.

5.3 Treatability Study – Bench Scale or Pilot Testing

The need for treatability studies (bench scale or pilot testing) will be determined based on the results of the site investigation and the potential removal action technologies identified. If such studies or tests are indicated, an appropriate work plan to accomplish that task will be developed and submitted by Park City to EPA and UDEQ for approval.

5.4 Identification and Evaluation of Removal Action Alternatives

A range of removal action alternatives will be developed that consist of the identified applicable technologies, individually or in combination, as appropriate. The alternatives will address the RAOs developed for OU4 by EPA and UDEQ and will be evaluated based on their compliance with the EPA and UDEQ identified Applicable or Relevant and Appropriate Requirements (ARARs), effectiveness, implementability, and cost.

5.5 Preliminary Engineering Evaluation Report

A Preliminary EE Report will be submitted to EPA and UDEQ for review, comment and approval prior to incorporating Cost Analysis and preparing the Draft EE/CA. This Preliminary EE will ensure that the agencies are in agreement with the proposed engineering and/or removal action alternatives prior to conducting detailed comparative and costs analysis. The Preliminary EE shall be submitted within 60 days after EPA approval of the Site Characterization Report. The Parties acknowledge that additional time may be needed if treatability studies are required.

5.6 Comparative Analysis of Removal Action Alternatives

A comparative analysis of the alternatives will be conducted to evaluate the relative performance of the alternatives with respect to effectiveness, implementability, and cost. The purpose of this analysis is to identify the relative advantages and disadvantages of the alternatives to assist in the selection of the appropriate removal action alternative.

5.7 Preferred Removal Action Alternative

Based on the evaluation and comparative analysis of removal action alternatives, the preferred removal action alternative will be identified. The preferred removal action may incorporate one or more passive and active technologies to achieve the RAOs.

5.8 EE/CA Report

The EE/CA report will be submitted to EPA in a phased approach in accordance with Paragraph 53 of the Settlement Agreement, starting with a Preliminary EE, which will present all of the evaluations performed up to and including the identification and evaluation of passive and active removal action alternatives, as described through Section 5.4 above.

Within 60 days after the EPA has approved the Preliminary EE, a Draft EE/CA will be completed and submitted to EPA, which will add a comparative analysis of removal actions, which includes the cost analysis, and identification of the preferred removal action alternatives, as described in Sections 5.6 and 5.7 above, to the Preliminary EE.

Once EPA has reviewed and commented on the Draft EE/CA, a Final EE/CA will be prepared, responding to review comments, and will be submitted to the EPA.

6.0 REFERENCES

ANL, 2004. Argonne National Laboratory, *QuickSite® Investigation for the Upper Silver Creek Watershed, Utah: Regional Analysis and Recommendations*, 2004.

D&M, 1975. Dames & Moore, *Report of Groundwater and Foundation Investigation, Northeastern Portion of Prospector Square Development Site, Park City, Utah*, 1975.

EPA, 1988. United States Environmental Protection Agency, *Guidance for Conducting Remedial Investigation and Feasibility Studies Under CERCLA*, October 1988.

EPA, 1993. United States Environmental Protection Agency, *Guidance on Conducting Non-Time-Critical Removal Actions under CERCLA*, August 1993.

EPA, 2000. United States Environmental Protection Agency, *Guidance for the Data Quality Objectives Process*, August 2000.

EPA, 2003. United States Environmental Protection Agency, *Draft Park City Environmental Management System (EMS) dated August 18, 2003*, letter to Park City Municipal Corporation, dated September 29, 2003.

UDNR, 1998. Utah Department of Natural Resources, Technical Publication No.115, *Hydrology and Snowmelt Simulation of Snyderville Basin, Park City, and Adjacent Areas, Summit County, Utah*, 1998.

UGS, 2001. Utah Geological Survey, *Geology of Snyderville Basin, Western Summit County, Utah, and its Relation to Groundwater Conditions*, 2001.

USGS, 1989. United States Geological Survey, *Hydrology of the Prospector Square Area, Summit County, Utah*, 1989.

USGS, 2005. United States Geological Survey, *Data-Collection Activities by the USGS in Support of Groundwater Flow Modeling Being Conducted by the Bureau of Land Management (BLM) near the Prospector Square Tailings Site, Park City, Utah*, 2005.

Figures



Path: T:\Park City\24585232 - Mine Waste Services\09_Data\Maps\EECA_WorkPlan\Revised\Fig1-1_Vicinity_SiteLocationMap.mxd
 Aerial Source: 2011 National Agricultural Imagery Program (NAIP)

- Vault
- Stream / River
- Approximate Location of Drain
(Dashed where Perforated)
- Prospector Square Area

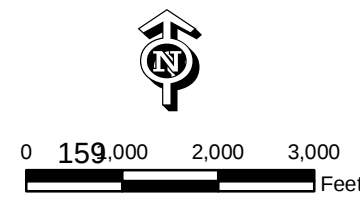
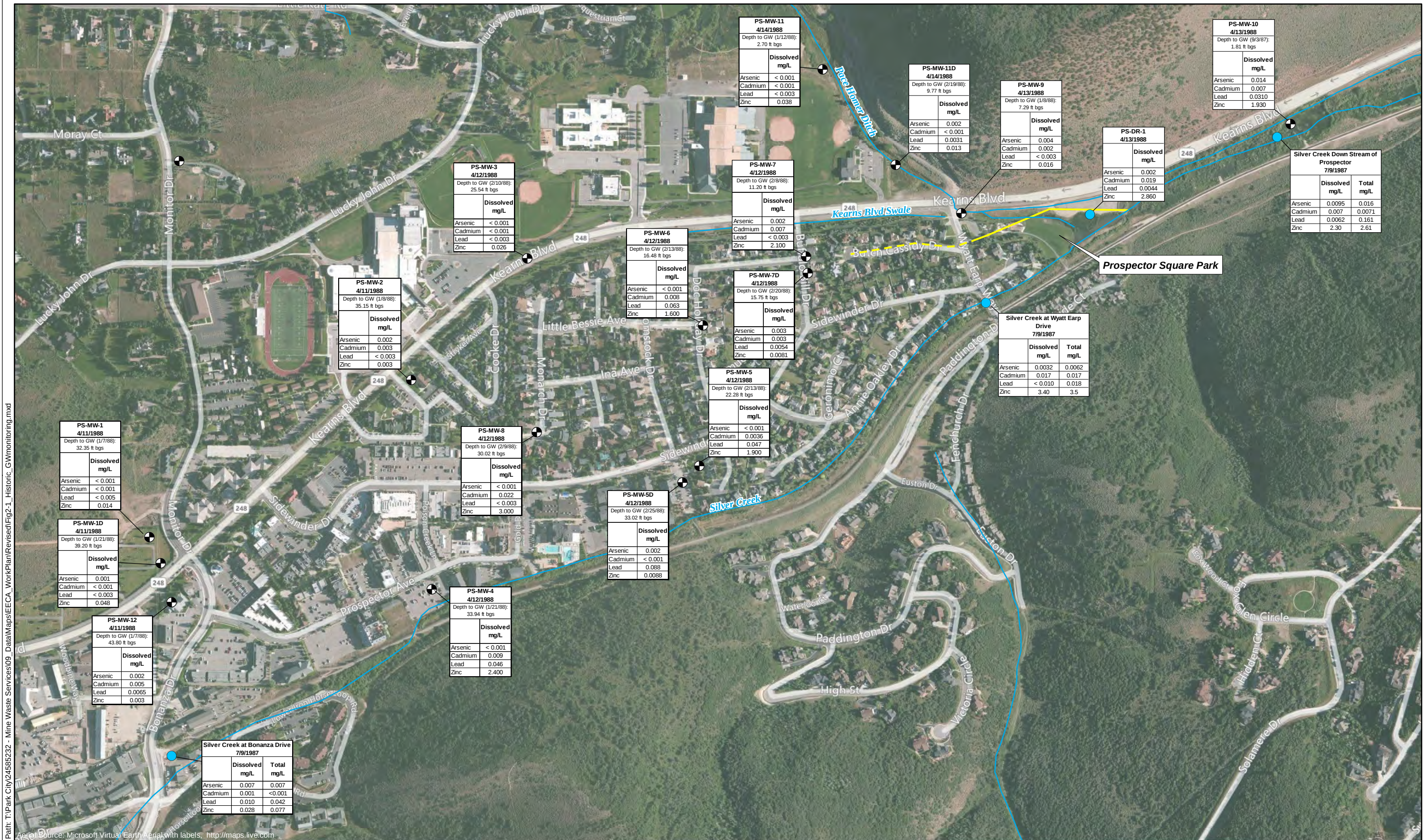


Figure 1-1
 Vicinity and Site Location Map
 Park City
 Summit County, Utah



Path: T:\Park City\24585232 - Mine Waste Services\09_Data\Maps\IECA_WorkPlan\Revised\Fig2-1_Historic_GWmonitoring.mxd
Aerial Source: Microsoft Virtual Earth Aerial with labels: http://maps.live.com



- Approximate Monitoring Well Location
- Approximate Surface Water Sample Location
- Approximate Location of Drain (Dashed where Perforated)

Well Data Source:
Hydrology of the Prospector Square Area, Summit County, Utah (USGS 1989)

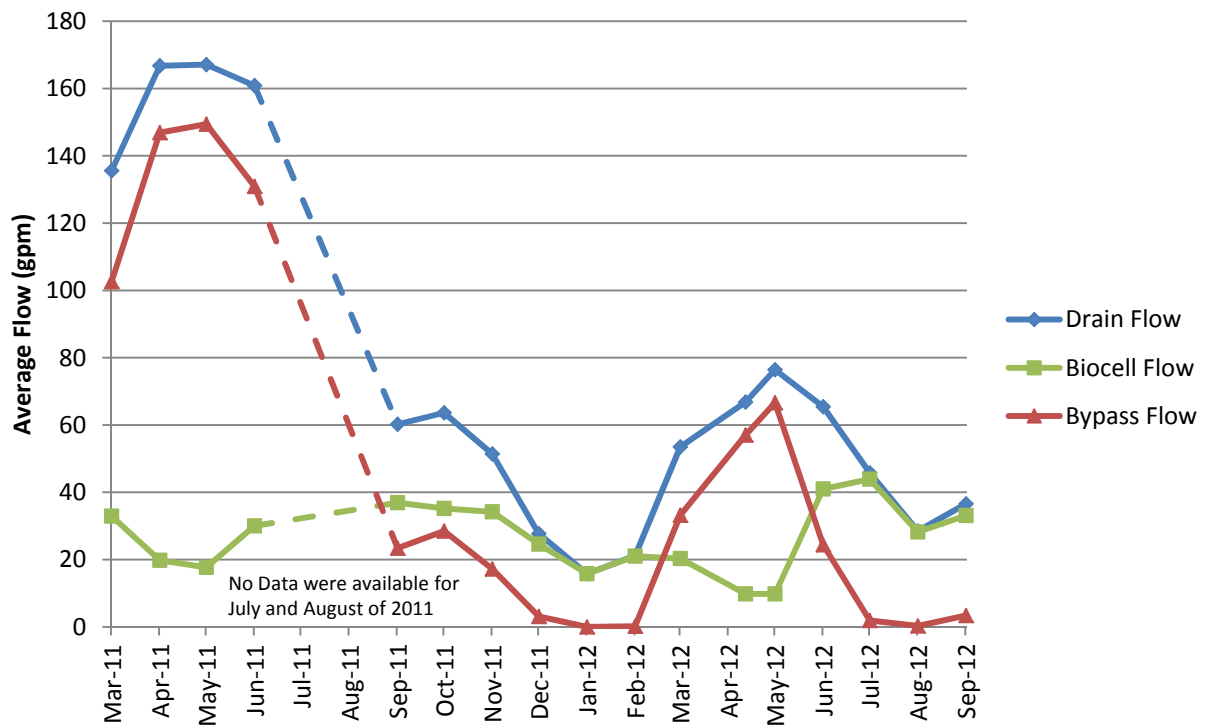


0 160 250 500 750
Feet

Notes:
- ft bgs = feet below ground surface
- GW = groundwater
- GW depth shown is the deepest measured during the study and was measured on the date shown.

Figure 2-1
Historic Groundwater Monitoring and Water Quality Data
Park City
Summit County, Utah





OU4 Average Flows			
Year/Month	Prospector Drain (gallons per minute)	Bio-Cell (gallons per minute)	Bypass to Silver Creek (gallons per minute)
2011			
March	135.6	32.9	102.6
April	166.8	19.8	146.9
May	167.1	17.7	149.4
June	160.9	30.0	130.9
July	No Data	No Data	No Data
August	No Data	No Data	No Data
September	60.2	36.9	23.4
October	63.6	35.2	28.5
November	51.4	34.2	17.2
December	27.7	24.6	3.1
2012			
January	15.8	15.8	0.0
February	21.2	21.0	0.2
March	53.5	20.3	33.2
April	66.8	9.8	57.0
May	75.4	9.8	66.6
June	65.4	41.0	24.4
July	45.8	43.9	1.9
August	28.5	28.2	0.3
September	36.6	33.1	3.4

Figure 2-2
Recent Prospector Drain
Related Flow Data
Park City
Summit County, Utah



Path: T:\Park City\24585232 - Mine Waste Services\09_Data\Maps\IECA_WorkPlan\Revised\Sep2012\Fig4-1_SamplePoints.mxd
Aerial Source: Microsoft Virtual Earth Aerial with labels, http://www.bing.com/maps/

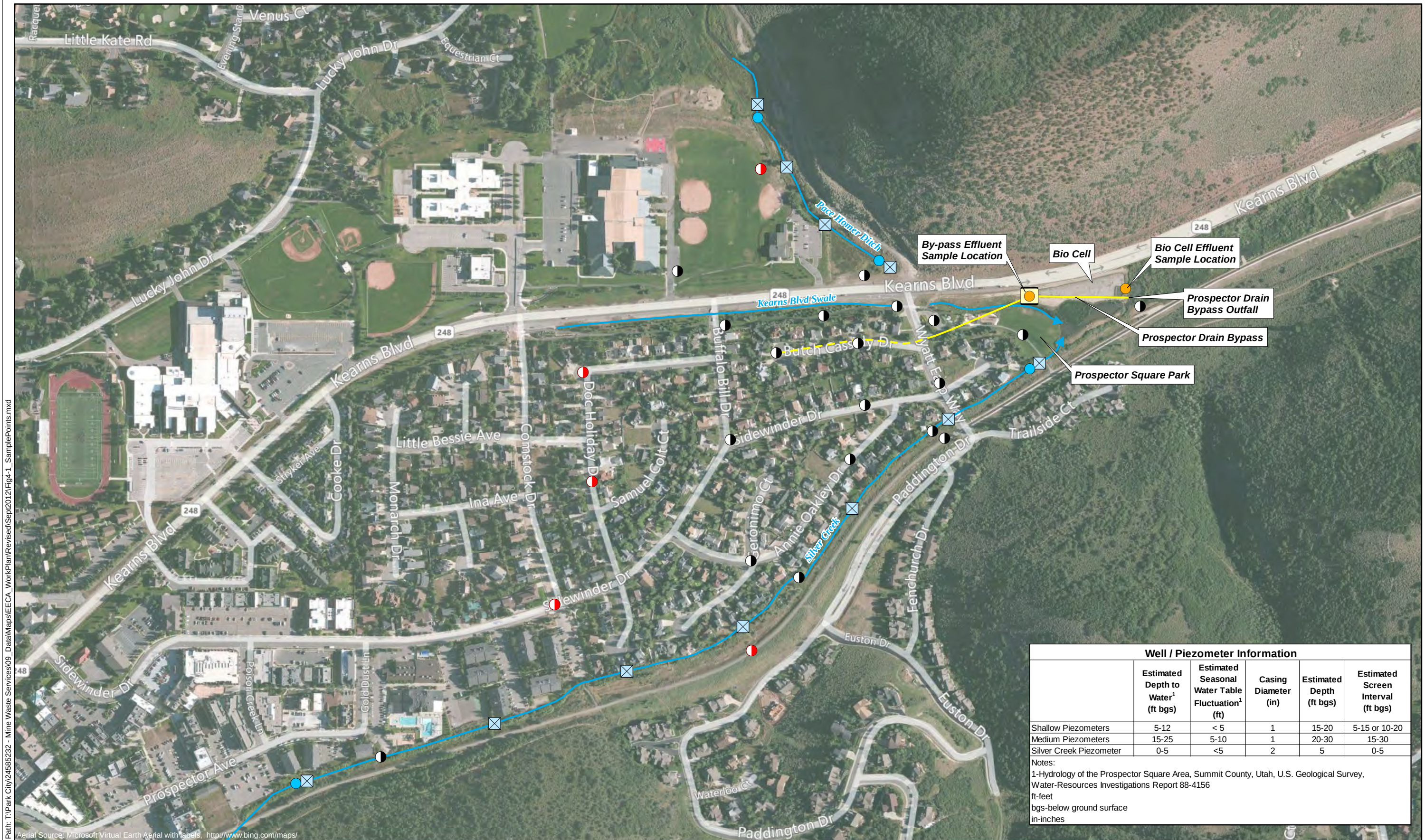
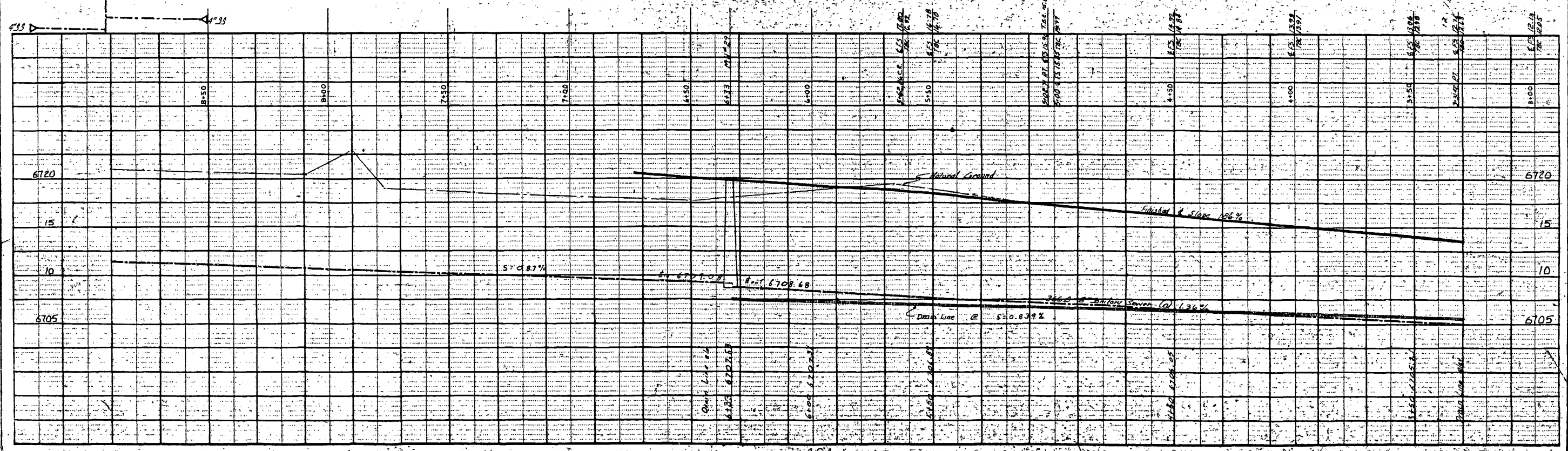
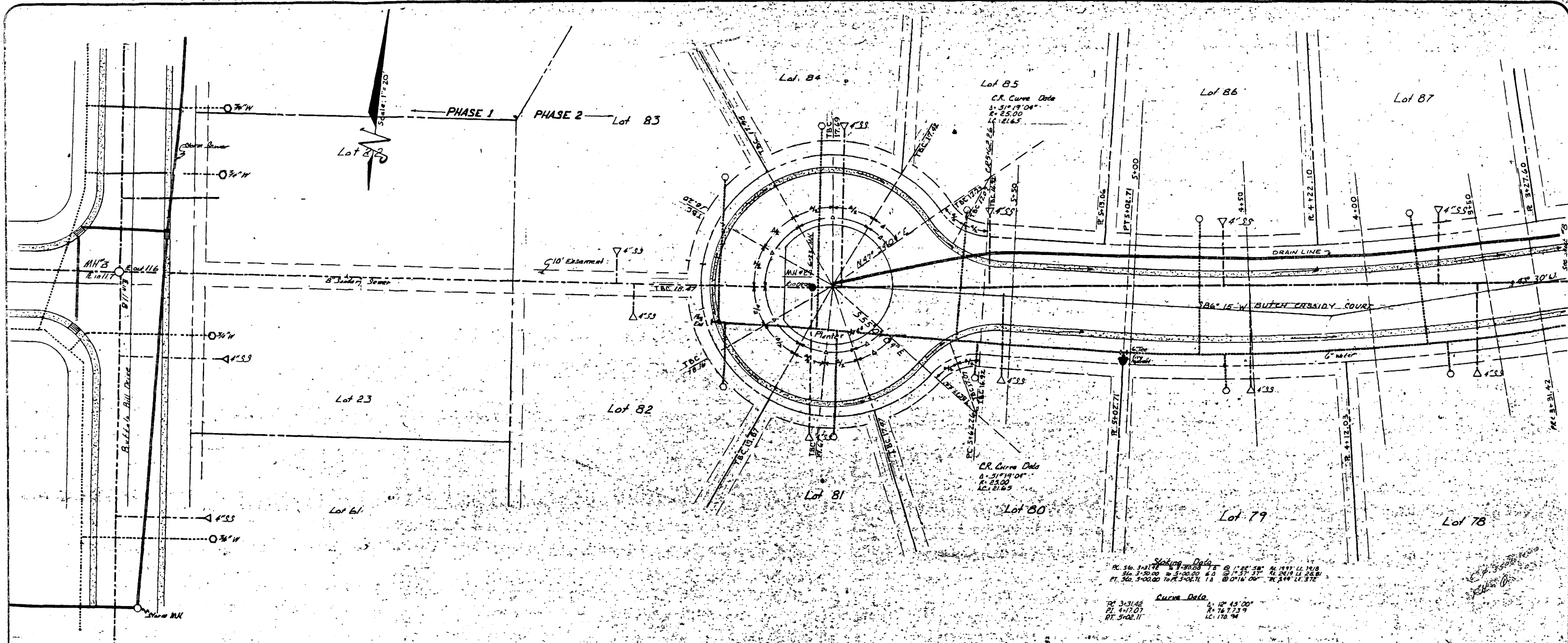


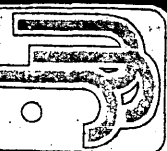
Figure 4-1
Proposed Groundwater Monitoring Network
and Sample Point Locations
Park City
Summit County, Utah



Attachment A

Prospector Drain Presumed Design Drawings





J. Johnson & Associates
 1700 Park Avenue, P.O. Box 1681
 Park City, Utah 84060
 (801) 649-9811

Drawn *R. Hovey*

Checked *JD*

Approved _____

Date *Jul 17 '78*



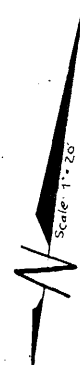
PROSPECTOR PARK SUBDIVISION PHASE
Butch Cassidy Court

FOR THE LEARNING CENTER ASSOCIATES

Sheet **7**

13

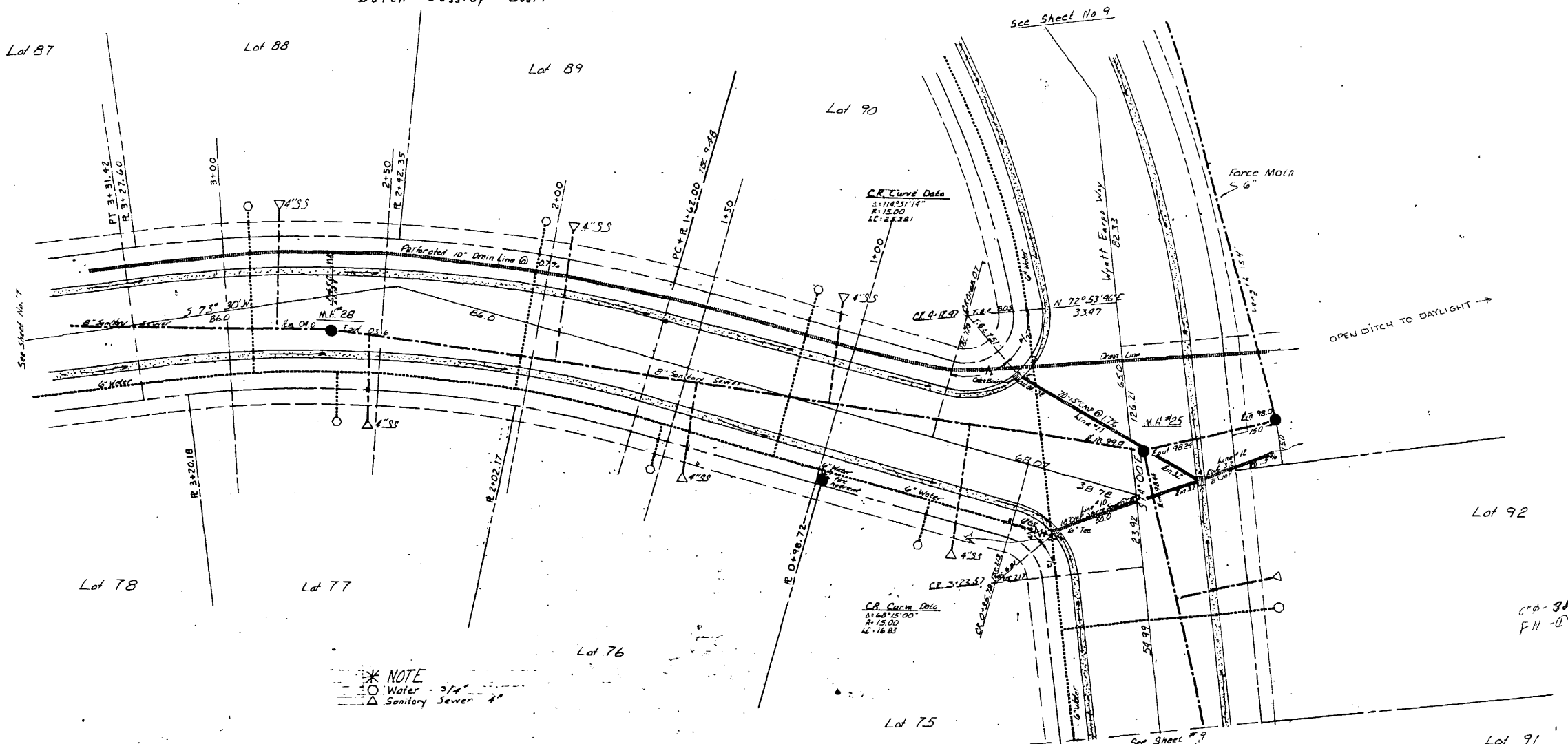
Butch Cassidy Court



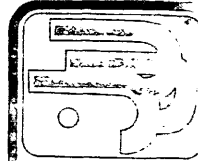
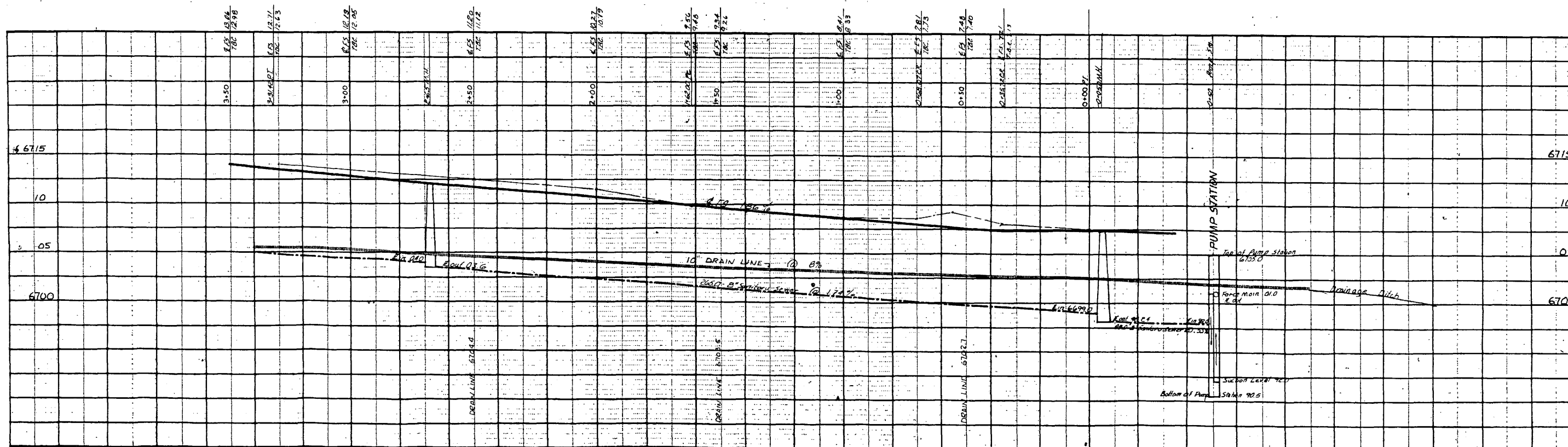
Scale 1" = 20'

Staking Data
 PC Sta. 1+62.00 To 1+75.00 1/4 @ 1°51'39" R=13.81 L=12.19
 SC Sta. 1+75.00 To 3+25.00 6/8 @ 3°34'42" R=26.36 L=23.43
 ST Sta. 3+25.00 To PT 3+31.42 1/4 @ 0°55'08" R=6.82 L=6.02

Curve Data
 PC 1+62.00 PT 2+46.71
 PT 2+46.71 PT 3+31.42
 Δ = 24°15'00"
 R = 400.30'
 LC = 168.16



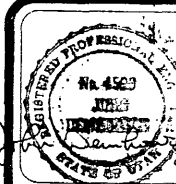
*** NOTE**
 W Water - 3/4"
 S Sanitary Sewer - 4"



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Drawn R. HOVEY
 Checked JD
 Approved
 Date July 1978



PROSPECTOR PARK SUBDIVISION PHASE 2

Butch Cassidy Court

For THE LEARNING CENTER ASSOCIATES

Sheet 8
 of 13

Attachment B Piezometer Specifications

SPECIFICATION: DIRECT PUSH PIEZOMETERS INSTALLATION

A total of twenty-three (24) direct push borings (3-inch diameter) will be advanced and completed as 1-inch diameter piezometers. Continuous soil sampling will be performed using soil liner sleeves to document the soil profile and obtain XRF (one foot intervals) or grab soil samples at four foot intervals. Piezometers will be screened across the water table and will be completed according to the general specifications listed below.

To ease installation, it is suggested that the piezometers consist of Geoprobe Prepacked Well Screens, or equivalent, designed for setting small diameter monitoring wells. The pre-packed screens consist of a standard, slotted 0.75 to 1½ inch diameter PVC well screen pipe surrounded by a stainless steel mesh. An end cap will be placed on the bottom of the well screen. Sand is packed between the slotted PVC and the stainless steel mesh. Because the sand is packed around the slotted PVC before the well screen is installed, using prepacks assures that sand will be directly around the well screen. That makes well installation quicker and more efficient than traditional methods. To install monitoring wells with the prepacks, probe rods are first driven to depth and continuous soil samples can be obtained. The well assembly is then lowered into the probe rod string with a threaded PVC riser pipe. Once the well assembly is lowered to the bottom of the probe rod string, the probe rods are retracted to a point above the screen. A sand barrier will be introduced by gravity installation of 10-20, well-rounded silica sand through the rod annulus. With the barrier in place, granular bentonite or bentonite slurry is then placed above the sand and hydrated to the ground surface. The wells will be allowed to stabilize for at least 24-hours before well development. All piezometer installation shall follow EPA's March 1991 Handbook of Suggested Practices for the Design and Installation of Ground-Water Monitoring Wells (<http://www.epa.gov/oust/cat/wwelldct.pdf>).

(24) Shallow Piezometers (approximately 15-20' bgs)

- 14" diameter core cut through asphalt or concrete
- 1" PVC blank from 0-5'
- 1" PVC prepack screen (0.020 slots) from 5-15'
- slip cap on bottom (no cement)
- lockable pressure cap on top
- 10-20 silica sand from 3-15'
- hydrated bentonite seal from 1-2'
- concrete from 0-1'
- 7" flush mount

APPENDIX D

SCOPE OF WORK – Park City

FOR

**INJURY ASSESSMENT AND RESTORATION ALTERNATIVES ANALYSIS FOR THE
RICHARDSON FLAT TAILINGS SITE, OPERABLE UNIT 4, PARK CITY, UTAH**

Introduction and Objectives

This Statement of Work (SOW) is an attachment to the Administrative Settlement Agreement and Order on Consent for EE/CA Investigations and Removal Action (Settlement Agreement). Park City Municipal Corporation (Park City or RESPONDENT herein) is a respondent to the Settlement Agreement. Capitalized terms used in this SOW shall have the meaning assigned to them in the Settlement Agreement, unless the term is defined in the SOW.

This SOW describes the work to be performed by RESPONDENT to fulfill the requirements of Section X of the Settlement Agreement by conducting a Natural Resource Injury Assessment and Restoration Alternatives Analysis ("Injury Assessment and Restoration Alternatives Analysis") for OU4. RESPONDENT shall coordinate with the Natural Resource Trustees in performing this work. RESPONDENT shall provide all documents and responses required by this SOW to the Natural Resource Trustees, the Lead Administrative Trustee (LAT) and to the State Trustee's technical advisors identified in Section XXXIII of the Settlement Agreement. The Natural Resources Trustees have identified DOI as the LAT, to be represented by the Fish and Wildlife Service. Should the Natural Resources Trustees change the LAT, it shall notify the RESPONDENT of the change in designation. The Natural Resource Trustees intend to have the LAT provide coordinated comments to RESPONDENT regarding all activities and deliverables performed or prepared by the RESPONDENT.

All activities performed and deliverables prepared by RESPONDENT pursuant to this SOW shall be subject to the review, comment, and approval of the Natural Resource Trustees. The activities and deliverables specified in Tasks 1 - 6 of this SOW shall be used by RESPONDENT to prepare the Draft Injury Assessment and Restoration Alternatives Analysis required by Task 7. Thereafter, the Natural Resource Trustees will prepare the Final Injury Assessment and Restoration Alternatives Analysis.

In coordination and concurrence with the authorities of the Trustees for Natural Resources as set forth in Subpart G of the National Contingency Plan, 40 C.F.R. Part 300, Subpart G, and as described in an Assessment Plan that is prepared by RESPONDENT, RESPONDENT shall collect data to determine and quantify injuries to natural resources resulting from the release of hazardous substances at or from OU4. In consultation with the LAT and in coordination with the performance of the EE/CA Work Plan, RESPONDENT shall collect various data types which may include but are not limited to geological (e.g. soils, sediments), biological (e.g. vegetation, biota), surface water, ground water, and air samples and at analytical detection concentrations sufficient to determine potential injury to federal and state natural resources and their supporting ecosystems. RESPONDENT shall coordinate with the Natural Resource Trustees and EPA to ensure that the sampling required for the EE/CA and the Injury Assessment and Restoration Alternatives Analysis is integrated to the extent practicable. All work shall be technically and legally defensible and in full compliance with the National Contingency Plan (NCP) and Natural Resource Damage Assessment (NRDA) Regulations, 43 C.F.R. Part 11. The Natural Resources Trustees acknowledge that the procedures and tasks established and identified in this SOW are consistent with Subpart G of the NCP and the NRDA Regulations.

In accordance with 43 C.F.R. §11.82, RESPONDENT shall, in consultation with the Natural Resource Trustees, develop and evaluate a range of alternatives for the restoration, rehabilitation, replacement and/or acquisition of the equivalent of injured natural resources and the services those resources provide to baseline conditions (hereafter referred to as “restoration alternatives”). Such restoration alternatives will identify and evaluate opportunities for coordinating or integrating implementation of restoration with the Removal Action Alternative selected for OU4. Restoration alternatives must be appropriate for NRDA restoration under the NRDA Regulations and must be described in sufficient detail to be analyzed under the National Environmental Policy Act that the Federal Natural Resource Trustees intend to prepare. The Injury Assessment and Restoration Alternatives Analysis shall be consistent with the outline presented in Attachment A of this SOW. RESPONDENT will perform all necessary technical analyses, edit the documents, prepare graphics, and provide any other necessary technical products for distribution to and review by the Natural Resource Trustees.

This SOW defines the specific tasks to be performed by RESPONDENT to develop its Draft Injury Assessment and Restoration Alternatives Analysis. RESPONDENT will work closely with the Natural Resource Trustees to develop the Injury Assessment and Restoration Alternatives Analysis for OU4, including all related components and reports, and remain in close communication with representatives of the Natural Resources Trustees throughout the work period. Upon request, RESPONDENT shall submit all deliverables in electronic form to the LAT.

Project Description and Tasks

RESPONDENT will be responsible for completing the following tasks for OU4:

Task 1 - Coordinate Assessment Planning and Data Collection and Review with Natural Resource Trustees

RESPONDENT shall coordinate with the Natural Resource Trustees in developing an Assessment Plan that ensures the assessment is performed in a planned and systematic manner. The Assessment Plan shall be prepared by RESPONDENT in a manner consistent with the NRDA regulations and the tasks listed in this SOW, and shall be structured in a manner that is in coordination with and consistent with the provisions of the EE/CA that is prepared for OU4.

RESPONDENT shall conduct data collection and interpretation activities to determine and quantify potential injuries resulting from the releases of hazardous substances to natural resources at or from OU4. RESPONDENT shall coordinate with the Natural Resource Trustees on various data collection activities which may include but are not limited to collecting geological (e.g. soils, sediments), biological (e.g. vegetation, biota), surface water, ground water, and air samples. The Natural Resource Trustees shall review and approve all data collection methods, analytical procedures and results, quality assurance/quality control measures, and all other methods, procedures, or practices needed to determine potential injury to or loss of federal and state natural resources and their supporting ecosystems. These data collection activities shall be coordinated or integrated with data collection activities conducted by RESPONDENT in preparing the EE/CA for OU4 to the extent practicable.

Task 2- Assist Natural Resource Trustees with a Baseline Resources and Services Analysis

RESPONDENT shall assist the Natural Resource Trustees with preparing a "Baseline Services Analysis," consistent with the definition of the term "baseline" as defined in 43 C.F.R. Part 11, regarding resources and services within OU4. The Baseline Services Analysis will later be used in preparing the Injury Assessment and Restoration Alternatives Analysis. During preparation of this analysis, RESPONDENT will regularly communicate and interact with the Natural Resource Trustees (via conference calls, meetings and/or the exchange of written material) as injury determination and quantification proceeds. This analysis will provide the basis for assessing potential natural resource injuries and service losses and evaluating the effects of the Removal Action Alternative selected for OU4 on such potential injuries and service losses.

Task 3 - Assist Natural Resource Trustees with Identification of Restoration Objectives and the Identification and Quantification of Injuries to Natural Resources

RESPONDENT shall assist the Natural Resource Trustees to identify restoration objectives for OU4. RESPONDENT shall participate in meetings with the Natural Resource Trustees to identify criteria for selection of restoration alternatives that should be used to support development of potential primary and compensatory restoration alternatives as part of Task 5.

RESPONDENT will use readily available information identified in Attachment B to this SOW and, in coordination with the Natural Resource Trustees, will use data collected under Task 1 to identify and quantify potential injuries to natural resources, including injuries that may have already occurred as a result of the release of hazardous substances at or from OU4 and injuries that would result from the selected Removal Action Alternative for OU4. As necessary, the Natural Resource Trustees will provide RESPONDENT (or vice-versa) with available documents associated with the CERCLA removal and NRDA processes, other environmental investigations at the RFT Site, and preliminary findings on injuries to natural resources. RESPONDENT will assist the Natural Resource Trustees to develop an analysis of potential past injuries and anticipated injuries that may result from the Removal Action Alternative selected for OU4 to estimate appropriate compensation for lost services using a valuation methodology and technical approaches to quantify injuries in a manner consistent with applicable federal and state statutes and the NRDA Regulations. Such analysis shall be included in the Draft Injury Assessment and Restoration Alternatives Analysis.

Task 4 - Assist Natural Resource Trustees with Evaluation of Lost Human Use Services

In coordination with the Natural Resource Trustees, RESPONDENT shall assist the Natural Resource Trustees in an assessment of lost and/or diminished recreational uses that may have resulted from the release of hazardous substances at or from OU4. This assessment will include, but shall not be limited to, reviewing existing information, assisting with the assessment of lost and/or diminished recreational use, and documenting and presenting determined human use losses, if any. Primary and compensatory restoration for lost recreational opportunities or human uses will be analyzed under Task 5 below. Such analysis shall be included in the Draft Injury Assessment and Restoration Alternatives Analysis.

Task 5 - Identification, Scaling and Costing of Primary and Compensatory Restoration Projects

Upon issuance of the Final EE/CA for OU4, RESPONDENT shall, in coordination with the Natural Resource Trustees, identify potential restoration alternatives that can be coordinated with the preferred Removal Action Alternative for OU4 identified by the Final EE/CA. In coordination with the Natural Resource Trustees, RESPONDENT will, during the identification of potential restoration projects, develop preliminary estimates of project scale and costs and/or implement valuation approaches, all based on methods consistent with NRDA regulations. Restoration alternatives will include restoration for lost and/or diminished human use and ecological services. Such analysis shall be included in the Draft Injury Assessment and Restoration Alternatives Analysis.

Task 6 - Assist Natural Resource Trustees with Development of Maps and Graphics

In coordination with the Natural Resource Trustees, RESPONDENT shall support development of GIS exhibits, maps and other graphics that visually illustrate the extent and severity of injury in the assessment area, link restoration and injury analyses, and/or otherwise support the assessment needs.

Task 7 - Prepare Draft and Final Injury Assessment and Restoration Alternatives Analysis

Based on the results of the activities and deliverables required under Tasks 2 through 6, RESPONDENT shall prepare and deliver to the Natural Resource Trustees a Draft Injury Assessment and Restoration Alternatives Analysis 30 days after the Final EE/CA is completed. The RESPONDENT shall assist the Natural Resource Trustees with revising the Draft Injury Assessment and Restoration Alternatives Analysis, as the Natural Resources Trustees deem appropriate. The Natural Resources Trustees shall complete a final version of the Injury Assessment and Restoration Alternatives Analysis and intend to provide it to EPA prior to the time EPA issues its Action Memorandum for OU4.

Task 8- Meetings and other support

RESPONDENT will participate in meetings with the Natural Resource Trustees to facilitate development of the Injury Assessment and Restoration Alternatives Analysis. RESPONDENT should anticipate attending several meetings per year during the period of performance and expect to participate in conference calls each month with the Natural Resource Trustees (in addition to more frequent interaction with the primary contacts for the Natural Resource Trustees). The contacts for the Natural Resource Trustees are included in the AOC.

Schedule for Coordination Activities and Deliverables

The Natural Resource Trustees anticipate that aspects of several of the tasks should be coordinated and implemented prior to RESPONDENT's submission of a final EE/CA and issuance of the Action Memorandum for OU4.

Deliverable	Timeline
Teleconferences and meetings with Natural Resource Trustees	Beginning 30 days after the Effective Date of the Settlement Agreement.
Draft Injury Assessment and Restoration Alternatives Analysis Report for OU4	After the final EE/CA for OU4 is completed

ATTACHMENT A

EXAMPLE INJURY ASSESSMENT AND RESTORATION ALTERNATIVES OUTLINE (Note: To the extent applicable and appropriate, data and information may be incorporated into documentation by reference.)

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Signature Page
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List of Figures
List of Appendices

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 - 2.1. Purposed and Need
 - 2.2. Overview and History of OU4
 - 2.2.1. OU4 Location and Description
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12. Literature Cited
13. Appendices

ATTACHMENT B

LIST OF LITERATURE TO BE USED TO SUPPORT ASSESSMENT AS APPLICABLE

A partial list of investigations includes:

- Agra Earth and Environmental (Agra), Inc. 2000. Site Inspection Analytical Results Report, Marsac Mill, Park City, Summit County, Utah. Consultant's report prepared for Park City Municipal Corporation.
- Ashland, F.X., Bishop, C.E., Lowe, M., and B.H. Mayes. 2001. The Geology of the Snyderville Basin, Western Summit County, Utah, and its relation to ground-water conditions, Water Resource Bulletin 28.
- Brooks, L.E., Mason, J.E., and D.D. Susong. 1998. Hydrology and Snowmelt Simulation of the Snyderville Basin, Park City, and Adjacent Areas, Summit County, Utah: U.S. Geological Survey, Water-Resources Investigation Report.
- Broomfield, C.C. and M.D. Crittenden. 1971. Geologic Map of the Park City East Quadrangle Summit and Wasatch Counties, USGS Map GQ-852.
- Bureau of Land Management (BLM). 2005. Removal Site Inspection, Silver Maple Claims. National Science and Technology Center. Denver, CO. April 25, 2005
- Dames and Moore. 1975. Report Of Groundwater and Foundation Investigation Northeastern Portion of Prospector Square Development Site, Park City, Utah for Prospector Square Development Company
- Dynamac Corporation. 2003. Final Silver Maple Wetland Functional Assessment
- Giddings, E.M., Hornberger, M.I., and H.K. Hadley. 2001. Trace metal concentrations in sediment and water and health of aquatic macroinvertebrate communities of streams near Park City, Summit County, Utah: U.S. Geological Survey Water- Resources Investigations Report 01-4213.
- Holmes, W.F., Thompson, K.R., and M. Ehrright. 1986. Water resources of the Park City area, Utah, with emphasis on groundwater: Utah Department of Natural Resources Technical Publication 85.
- Kimball, B.A., Johnson, K.K., Runkel, R.L., and J.I. Steiger. 2004. Quantification of metal loading to Silver Creek through the Silver Maple Claims area, Park City, Utah, May 2002: U.S. Geological Survey Water-Resources Investigations Report 03-4296

- Kimball, B.A., Runkel, R.L., and K. Walton-Day. 2005. Principal Locations of Metal Loading from Floodplain Tailings, Lower Silver Creek, Utah, April 2004: U.S. Geological Survey Scientific Investigations Report.
- Kolm, K.E. and E. Yan. 2004. Quick Site Investigation for the Upper Silver Creek Watershed, Utah: Regional Analysis and Recommendations.
- Kolm, K.E. and E. Yan. 2005. Groundwater Flow Modeling for Prospector Square and Silver Maple Claims Tailings Sites, Park City, Utah
- Mason, J.L. 1989. Hydrology of the Prospector Square Area, Summit County, Utah, United States Geological Survey, Water Resources Investigation Report 88-4156.
- Michael Baker Jr., Inc. 2004. Silver Creek Total Maximum Daily Load for dissolved zinc and cadmium: Utah Department of Environmental Quality, Division of Water Quality, (http://www.waterquality.utah.gov/TMDL/Silver_Creek_TMDL.pdf)
- Park City Municipal Corporation. 1984. Construction Drawings for Prospector Detention Structure.
- Tetra Tech Inc. 2008. Lower Silver Creek, Utah, Reactive Transport Modeling Under High Flow Conditions for Cadmium and Zinc.
- Tetra Tech, Inc. 2008. Lower Silver Creek Data Summary Report, Park City, Utah.
- Tetra Tech, Inc. 2008. Lower Silver Creek Draft Wetland Delineation, Park City, Utah.
- Tillia, Ann M. 2001. Lower Silver Creek Innovative Assessment Work Plan, Utah Department of Environmental Quality Division of Environmental Response and Remediation.
- Tillia, Ann M. 2002. Innovative Assessment Analytical Results Report, Utah Department of Environmental Quality Division of Environmental Response and Remediation.
- U.S. Environmental Protection Agency and Upper Silver Creek Watershed Stakeholders Group. 2001. Data Interpretation Report Upper Silver Creek Watershed Surface Water/Stream Sediment Monitoring 2000
- United Park City Mines. 2005. Richardson Flat Record of Decision, (<http://www.epa.gov/region8/superfund/ut/richardsonflat/>)
- USDA. 1977. Soil Conservation Service, Soil Survey and interpretations Parleys Park Portion of Soil Survey of Summit Valley Summit County, Utah, Bulletin 495.

- USGS. 2005. Data-collection activities by the U.S. Geological Survey (USGS) in support of groundwater flow modeling being conducted by the Bureau of Land Management (BLM) near the Prospector Square Tailings Site, Park City, Administrative Report.
- Utah Department of Environmental Quality/Division of Environmental Response and Remediation (UDEQ/DERR) and the United States Geological Survey (USGS).1986. Water Resources of the Park City Area, Utah with Emphasis on Groundwater; Technical Publication No. 85.
- Utah Department of Health (UDH).1989. Groundwater and Surface Water Study Report, Silver Creek Tailing Site.

APPENDIX E
MAJOR DELIVERABLES

DOCUMENT/ACTIVITY	REFERENCE	RECEPIENTS	DUE DATE
Names, titles, qualifications of personnel to implement Removal Action	Settlement Agreement Paragraph 26(a)	EPA UDEQ	60 days following EPA's issuance of Action Memorandum
Designation of project coordinator responsible for Removal Action Work	Settlement Agreement Paragraph 26(b)	EPA UDEQ	15 days following EPA's issuance of Action Memorandum
Request for additional data	Settlement Agreement Paragraph 34(a)	EPA UDEQ BLM FWS State NR Trustee	7 days after identification of need
EE/CA Progress Reports	Settlement Agreement Paragraph 36	EPA UDEQ BLM FWS State NR Trustee	Quarterly
Notice of significant field events	Settlement Agreement Paragraph 38(b)	EPA UDEQ BLM FWS State NR Trustee	30 days prior to the event
All EE/CA plans, reports or other submittals	Settlement Agreement Paragraph 39	EPA UDEQ BLM FWS State NR Trustee	As set forth in Settlement Agreement, work plans or SOW.
Draft Removal Action Work Plan	Settlement Agreement Paragraph 42(a)	EPA UDEQ BLM FWS State NR Trustee	90 days following EPA's issuance of Action Memorandum

Health and Safety Plans	Settlement Agreement Paragraph 43	EPA UDEQ BLM FWS State NR Trustee	90 days following EPA's issuance of Action Memorandum
Removal Progress Reports	Settlement Agreement Paragraph 45(a)	EPA UDEQ BLM FWS State NR Trustee	Quarterly on the 15 th day of each January, April, July and October
Notice of transfer of site property	Settlement Agreement Paragraph 45(b)	EPA UDEQ	30 days prior to transfer
Final Removal Report	Settlement Agreement Paragraph 46	EPA UDEQ BLM FWS State NR Trustee	30 days after completion of Work
All Removal Action plans, reports or other submittals required by the Settlement Agreement	Settlement Agreement Paragraph 47	EPA UDEQ BLM FWS State NR Trustee	As set forth in Settlement Agreement, work plans or SOWs.
Notification of off-site shipment of Waste Material	Settlement Agreement Paragraph 48	EPA Project Coordinator Official in receiving state	Prior to shipment
Notice of Force Majeure	Settlement Agreement Paragraph 81	EPA	Verbal notice within 48 hours after Park City first knows the event might cause a delay; written explanation within 5 days thereafter
Certificate of Insurance	Settlement Agreement Paragraph 108	EPA	30 days prior to commencing work on-site
Financial Assurance for EE/CA	Settlement Agreement Paragraph 109(a)	EPA	60 days of Effective Date of Settlement Agreement

Financial Assurance for Removal Action	Settlement Agreement Paragraph 109(b)	EPA	60 days after issuance of Action Memorandum
OU4 Sampling and Analysis Plan , which includes EE/CA Field Sampling Plan, Health & Safety Plan and QAPP	EE/CA Work Plan 4.1	EPA UDEQ BLM FWS State NR Trustee	90 days after Effective Date of Settlement Agreement
Interim Site Characterization Reports including letter reports summarizing monthly results	EE/CA Work Plan 4.6.1	EPA UDEQ BLM FWS State NR Trustee	Monthly during site characterization activities
Piezometer Installation Report	EE/CA Work Plan 4.6.1	EPA UDEQ BLM FWS State NR Trustee	Upon completion at time of monthly report submittal
OU4 Site Characterization Report	EE/CA Work Plan 4.6.2	EPA UDEQ BLM FWS State NR Trustee	90 days from Park City's receipt of all analytical laboratory data
OU4 EE/CA Outline	EE/CA Work Plan 4.6.2	EPA UDEQ BLM FWS State NR Trustee	Concurrent with submittal of Site Characterization Report
Preliminary EE Report	EE/CA Work Plan 5.5	EPA UDEQ BLM FWS State NR Trustee	60 days after EPA approval of Site Characterization Report
Draft EE/CA	EE/CA Work Plan 5.8	EPA UDEQ BLM FWS State NR Trustee	60 days after EPA approval of Preliminary EE Report

Final EE/CA Report	EE/CA Work Plan 5.8	EPA UDEQ BLM FWS State NR Trustee	30 days after receipt of EPA comments on draft EE Report
OU4 Draft Assessment and Restoration Analysis	OU4 NRD SOW, Task 7	EPA UDEQ BLM FWS State NR Trustee State NR Trustee technical advisors	After EPA approval of final EE/CA Report

City Council Staff Report



Subject: City Park Tennis
Author: Francisco Astorga, Planner
Project Number: PL-12-01645
Date: January 10, 2013
Type of Item: Administrative – Subdivision

Summary Recommendations

Staff recommends the City Council hold a public hearing and consider approving the City Park Tennis Subdivision, located at 1580 Sullivan Road, based on the findings of fact, conclusions of law, and conditions of approval as found in the draft ordinance.

Description

Applicant: Park City Municipal Corporation represented by Matt Twombly, Project Manager
Location: City Park, 1580 Sullivan Road
Zoning: General Commercial (GC) District
Adjacent Land Uses: Offices, bank, residential condominiums, park & open space
Reason for Review: Planning Commission review and recommendation to City Council

Proposal

The City requests to reconstruct the existing two (2) tennis courts and add a third court at the north end of City Park. The proposed court will be built over an existing lot line. The City requests to shift the lot line to accommodate the proposed third court and reconstruction of the existing tennis courts.

Purpose

The purpose of the General Commercial (GC) District is to:

- a) allow a wide range of commercial and retail trades and Uses, as well as offices, Business and personal services, and limited Residential Uses in an Area that is convenient to transit, employment centers, resort centers, and permanent residential Areas,
- b) allow Commercial Uses that orient away from major traffic thoroughfares to avoid strip commercial Development and traffic congestion,
- c) protect views along the City's entry corridors,
- d) encourage commercial Development that contributes to the positive character of the City, buffers adjacent residential neighborhoods, and maintains pedestrian Access with links to neighborhoods, and other commercial Developments,
- e) allow new commercial Development that is Compatible with and contributes to the distinctive character of Park City, through Building materials, architectural

details, color range, massing, lighting, landscaping and the relationship to Streets and pedestrian ways,

- f) encourage architectural design that is distinct, diverse, reflects the mountain resort character of Park City, and is not repetitive of what may be found in other communities, and
- g) encourage commercial Development that incorporates design elements related to public outdoor space including pedestrian circulation and trails, transit facilities, plazas, pocket parks, sitting Areas, play Areas, and public art.

Background

On August 16, 2012 the City received a completed application for a proposed subdivision located at 1580 Sullivan Road. The City requests to reconstruct the existing tennis courts (two) and add a third court at the north end of City Park. The proposed court would be built over an existing lot line. The City requests to shift the lot line within property that it owns to accommodate the proposed third court and the resurfacing and reconstruction of the existing tennis courts. City Park is comprised of several lots and parcels.

The Planning Commission reviewed this application during their December 12, 2012 meeting. The Commission forwarded a positive recommendation to the City Council. The positive recommendation was based on a unanimous vote.

Analysis

The proposed amendment is consistent with the purpose statements of the GC District in that the development will be made to be compatible with, and contribute to the distinctive character of Park City, through materials, architectural details, color range, massing, lighting, and landscaping. It will also allow the proposed court to be compatible with and encourage architectural design that is distinct, diverse, reflects the mountain resort character of Park City, and is not repetitive of what may be found in other communities.

The site contains two (2) tennis courts, a concrete sidewalk leading into the courts from the parking lot, two (2) park benches at the court entry area, landscaped area around the courts and four (4) court lights, one on each corner (see Exhibit B - Existing Conditions Survey).

The City is requesting to add one (1) additional tennis court west of the existing (two) courts, which is proposed to be located at the current location of the existing entry area, concrete sidewalk, bark mulch path, and portion of the landscaped area directly in front of (to the west of) existing courts. The City is also requesting to resurface and reconstruct the existing two (2) tennis courts (see Exhibit C - Proposed Site Plan). In addition to the work described above, the City also proposed to reconfigure the entrance to the courts and to make it ADA accessible, and also to re-grade the existing berm (for the new ADA sidewalk), and reconfigure the drainage around the proposed courts.

The proposed construction of the third court that would be west of the existing courts and the reconstruction of the same, would take place over an existing lot line. The purpose of this subdivision application is to remove the aforementioned lot line which would enable the City to be able to move forward with the proposed improvements at City Park. Currently the City does not allow the issuance of a building permit for any construction across a lot line.

Staff finds good cause for this subdivision to remove the lot line as the proposed subdivision does not change the exterior boundaries of the property or reduce/enlarge the existing City Park. The subdivision will simply remove the lot line, thus allowing for the proposed construction associated with the new tennis court. The proposed subdivision which will remove this lot line meets all requirements of the GC District.

The GC District lists a Public Recreation Facility as a conditional use. The applicant submitted a Conditional Use Permit (CUP) for the proposed improvements which is scheduled to be reviewed by the Planning Commission next month.

The applicant has also provide a summary indicating the City's necessity to reconstruction the existing courts and add the third (see Exhibit E – Applicants Project Description)

Process

Prior to issuance of any building permits the applicant will have to submit a complete Building Permit application. The approval of this plat amendment application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 1-18.

Department Review

This project has gone through an interdepartmental review. No additional issues were raised regarding the subdivision.

Notice

The property was posted and notice was mailed to property owners within 300 feet. Legal notice was published in the Park Record.

Public Input

Staff has not received any public input regarding this subdivision.

Alternatives

- The City Council may approve the City Park Tennis Subdivision as conditioned or amended; or
- The City Council may deny the City Park Tennis Subdivision and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on City Park Tennis Subdivision.
- The City Council may remand the item back to the Planning Commission for specific discussion on topics and/or findings.

Significant Impacts

There are no significant fiscal or environmental impacts from this application.

Consequences of not taking the Suggested Recommendation

The two (2) existing tennis courts would remain as is and no construction could take place over the property line for the third (3rd) tennis court. Also the reconstruction of one of the courts could also not take place with the proposed subdivision to remove the lot line.

Recommendation

Staff recommends the City Council hold a public hearing and consider approving the City Park Tennis Subdivision, located at 1580 Sullivan Road, based on the findings of fact, conclusions of law, and conditions of approval as found in the draft ordinance.

Exhibits

- Exhibit A – Draft Ordinance with Proposed Plat
- Exhibit B – Existing Conditions Survey
- Exhibit C – Proposed Site Plan
- Exhibit D – Vicinity Map/Aerial Photograph
- Exhibit E – Applicants Project Description

Exhibit A – Draft Ordinance with Proposed Plat

Ordinance 13-

AN ORDINANCE APPROVING THE CITY PARK TENNIS SUBDIVISION LOCATED AT 1580 SULLIVAN ROAD, PARK CITY, UTAH.

WHEREAS, the representative for the owner of the property known as the 1580 Sullivan Road, have petitioned the City Council for approval of the Subdivision; and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on December 12, 2012, to receive input on the proposed amendments to the record of survey plat;

WHEREAS, the Planning Commission forwarded a positive recommendation to the City Council; and,

WHEREAS, on January 10, 2013, the City Council held a public hearing on the proposed subdivision; and

WHEREAS, it is in the best interest of Park City, Utah to approve the proposed City Park Tennis Subdivision.

NOW, THEREFORE BE IT ORDAINED by the City Council of Park City, Utah as follows:

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The City Park Tennis Subdivision as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The site is located at 1580 Sullivan Road, City Park.
2. The Site is within the General Commercial District.
3. The City requests to reconstruct the existing two (2) tennis courts and add a third court at the north end of City Park.
4. The site contains two (2) existing tennis courts, a concrete sidewalk leading into the courts from the parking lot, two (2) park benches at the court entry area, landscaped area around the courts and four (4) court lights, one on each corner.
5. The City requests to add another tennis court west of the existing courts over the entry area, concrete sidewalk, bark mulch path, and portion of the landscape area.

6. The City also requests to reconstruct the existing two (2) tennis courts.
7. Construction of the proposed third court and reconstruction of one of the courts would be located over an existing lot line, which is why the subdivision is necessary.
8. The City requests approval of the subdivision application to remove this lot line in order to be able to construct the proposed improvements at City Park.

Conclusions of Law:

1. There is good cause for this Subdivision.
2. The Subdivision is consistent with the Park City Land Management Code and applicable State law regarding Subdivisions.
3. Neither the public nor any person will be materially injured by the proposed Subdivision.
4. Approval of the Subdivision, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the record of survey for compliance with State law, the Land Management Code, and conditions of approval.
2. The applicant will record the plat at the County within one (1) year from the date of City Council approval. If recordation has not occurred within one (1) year's time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. Approval of a CUP and issuance of all necessary permits (building, etc.) is required prior to the commencement of any construction activity.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this _____ day of _____, 2013.

PARK CITY MUNICIPAL CORPORATION

Dana Williams, MAYOR

ATTEST:

Jan Scott, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Attachment 1 – Proposed Plat

SURVEYOR'S CERTIFICATE

I, Robert J. McMahon, certify that I am a Registered Land Surveyor and that I hold Certificate No. 349961, as prescribed by the laws of the State of Utah, and that by the authority of the owner(s), I have prepared this LOT LINE ADJUSTMENT. I further certify that this LOT LINE ADJUSTMENT is a true representation of said properties.

Robert J. McMahon
Date _____

LEGAL DESCRIPTION

ORIGINAL PARCELS

PARCEL 1: TAX ID# SA-224-G-S-X
 BEGINNING at a point East 1870.51 feet and South 1611.90 feet from the West Quarter Corner of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence South 87°45'03" East 268.65 feet to the Westerly right-of-way line of Union Pacific Railroad; thence South 01°47'42" East along said Westerly right-of-way line 300.75 feet; thence North 87°45'03" West 289.86 feet; thence North 02°14'57" East 300.00 feet to the point of BEGINNING.
 Less than and excepting the following Utah Department of Transportation Parcel Tax ID# SA-224-G-S-1-X:
 BEGINNING at a point East 2138.95 feet and South 1622.44 feet from the West Quarter Corner of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence South 1°47'42" East 118.69 feet to the Westerly right-of-way line of Union Pacific Railroad; thence North 47°51'52" West 116.43 feet; thence North 81° 27' 00" West 188.82 feet; thence North 02°14'57" East 23.01 feet; thence South 87°45'03" East 268.65 feet to the point of BEGINNING.

PARCEL 2: A PORTION OF TAX ID# SA-235-I-X; PARCEL 1
 BEGINNING at a point that is South 1,911.67 feet and East 1,858.72 feet from the West Quarter Corner of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian said point also being the Southeast Corner of the Snow Country Condominium Parcel according to the plat thereof on file and of record as Entry No. 133157 in the office of the Recorder, Summit County, Utah; thence along the North Boundary of Tax ID Parcel No. SA-235-I-X South 87°45'05" East, 265.26 feet; thence South 02°16'00" East, 47.51 feet; thence South 88°46'29" West 266.57 feet; thence North 02°14'57" West, 32.90 feet to the Point of BEGINNING.

PARCEL 3: A PORTION OF TAX ID# SA-235-I-X; PARCEL 2
 BEGINNING at a point that is South 1,922.08 feet and East 2,123.78 feet from the West Quarter Corner of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence South 87°45'05" East, 45.05 feet; thence South 01°47'45" East, 15.27 feet; thence South 88°46'29" West 24.90 feet; thence South 02°16'00" East, 47.51 feet to the Point of BEGINNING.

COMPOSITE LOT DESCRIPTION

LOT A
 BEGINNING at a point that is South 1,911.67 feet and East 1,858.72 feet from the West Quarter Corner of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian said point also being the Southeast Corner of the Snow Country Condominium Parcel according to the plat thereof on file and of record as Entry No. 133157 in the office of the Recorder, Summit County, Utah; thence along the boundary of said parcel North 02°14'57" East, 276.89 feet to the Southwest corner of UDOT parcel Tax ID# SA-224-G-S-1-X; thence along the boundary of said UDOT Parce the following two courses; 1) South 81°27'00" East, 188.82 feet; thence 2) South 47°51'52" East 116.43 feet; thence South 01°47'45" East, 197.33 feet; thence South 88°46'29" West, 291.47 feet; thence North 02°14'57" East, 32.90 feet to the Point of BEGINNING.
 Description contains 1.785 acres more or less.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that the PARK CITY MUNICIPAL CORPORATION, a political subdivision in the State of Utah, the undersigned owner of the herein described tracts of land, to be known hereafter as the CITY PARK TENNIS SUBDIVISION PLAT, does hereby certify that it caused this Subdivision Plat to be prepared, and hereby consent to the recording of this Subdivision Plat.

ALSO, the owner or his representative, hereby irrevocably offers for dedication to the City of Park City all the streets, land, for local government uses, easements, parks, and required utilities and easements shown on the plat in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set his hand this ____ day of _____, 2012.

Mayor

ACKNOWLEDGMENT

State of Utah: ss.
 County of Summit:
 On this ____ day of _____, 2012,
 _____ personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Joanne Caloun acknowledged to me that she is the owner of the herein described tract of land and that she signed the above Owner's Dedication and Consent to Record freely and voluntarily.

A Notary Public Commissioned in Utah

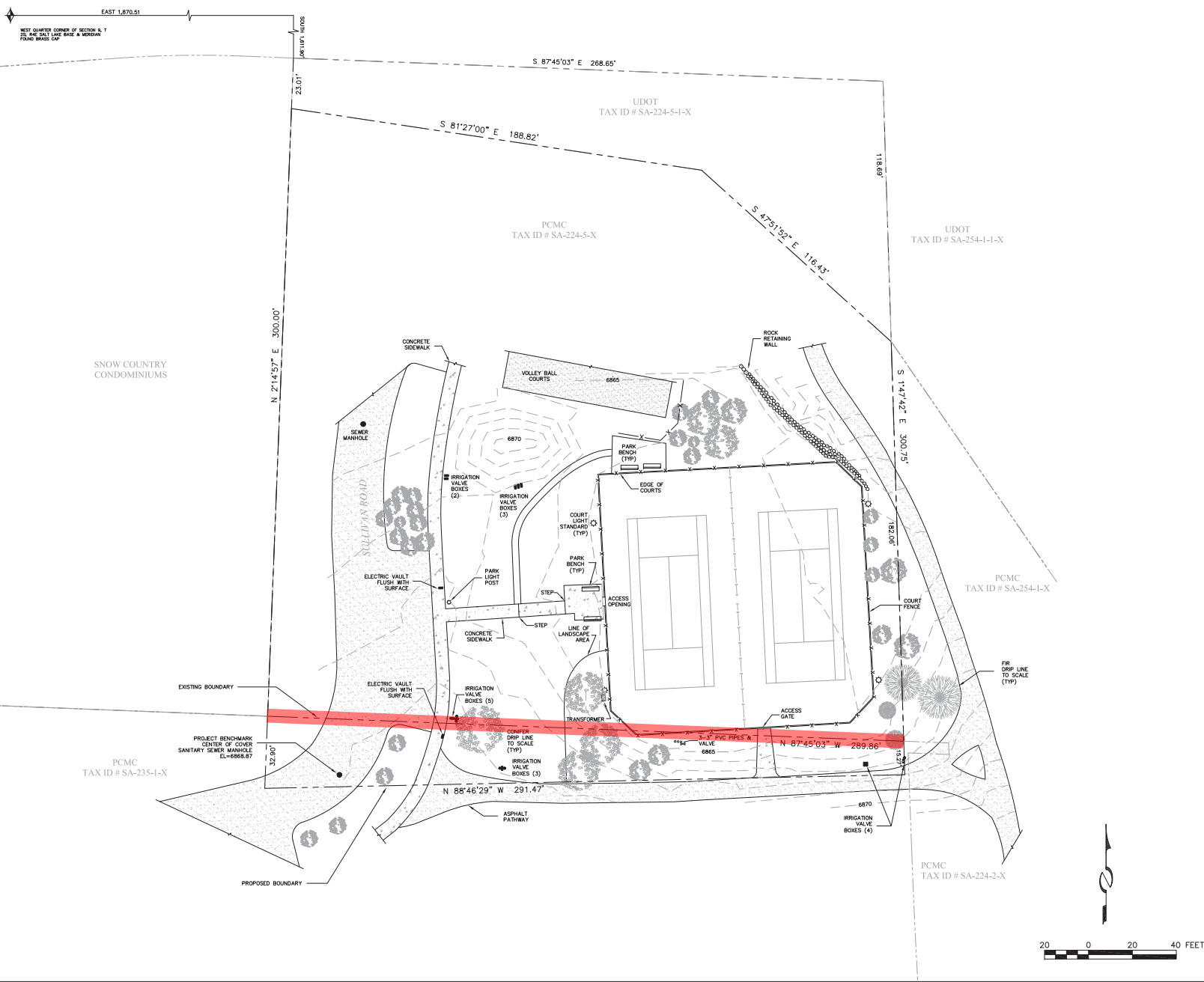
 Residing at: _____
 My commission expires: _____

CITY PARK TENNIS SUBDIVISION

OF PARCELS OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9 TOWNSHIP 2 SOUTH RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2012 A.D. BY _____ S.B.W.R.D.	PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION THIS DAY OF _____, 2012 A.D. BY _____ CHAIRMAN	ENGINEER'S CERTIFICATE I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS DAY OF _____, 2012 A.D. BY _____ PARK CITY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM THIS DAY OF _____, 2012 A.D. BY _____ PARK CITY ATTORNEY
CERTIFICATE OF ATTEST I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2012 A.D. BY _____ PARK CITY RECORDER	COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2012 A.D. BY _____ MAYOR	RECORDED STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ DATE _____ TIME _____ BOOK _____ PAGE _____ FEE _____ RECORDER _____	

Exhibit B - Existing Conditions Survey



SURVEYOR'S CERTIFICATE

I, Robert J. McMahon, do hereby certify that I am a registered land surveyor and that I hold certification No. 549961-2201 as prescribed under the laws of the State of Utah. I further certify that a topographic survey has been made of the lands shown and described hereon. I further certify that this survey is a correct representation of the lands shown at the time the field work was completed.

Robert J. McMahon
LS No. 349961-2201

Date



- NARRATIVE:**
- 1) The purpose of this survey is to establish the existing conditions on the subject parcel.
 - 2) Property corners were not set as part of this topographic survey.
 - 3) The Basis of Bearing of this survey are found survey monuments as shown.
 - 4) Project Benchmark: center of cover of SBWR Manhole Elevation = 6868.87'
 - 5) Date of field survey, March 15, 2012
 - 6) The architect/ owner is responsible for verifying building setbacks, zoning requirements, and building heights.

**PARK CITY CITY PARK
TENNIS COURTS
EXISTING CONDITIONS &
TOPOGRAPHIC SURVEY**

FOR: PARK CITY MUNICIPAL CORP.

JOB NO.: 03-12-02



KEYED NOTES

A FENCE TYPE A. SEE AS804 FOR DETAILS
B FENCE TYPE B. SEE AS804 FOR DETAILS

SLAB LEGEND

COMPACTION - OVER NEW ENGINEERED BASE, PROVIDE 90%
SOILS REPORT
NEW 5" FT SLAB OVER 2" FINE AGGREGATE BASE, OVER EXISTING ASPHALT TENNIS COURT

NEW ADA ACCESSIBLE SIDEWALK. SLOPE NOT TO EXCEED 5%
TO CONC FIELD VERIFY TO TIE INTO EXISTING SIDEWALK ELEVATION
EXISTING SIDEWALK
EXISTING BERM, REGRADE TO ALLOW FOR NEW SIDEWALK. MAX SLOPE 3:1, PROVIDE 6" CLEAN TOP SOIL CAP AND NEW 1200 TO PATCH DISTURBED BERM AREAS
PACKED GRAVEL, INSTALL CONTROL JOINTS
CONTRACT LIMITS OF DISTURBANCE (LOD)
EXISTING BERM, REGRADE TO ALLOW FOR NEW TENNIS SLAB. PROVIDE NEW FOR DRAINAGE SEE DETAIL
PROVIDE 2 FOOT WIDE DRAINAGE SWALE
SLEEVE UNDER SIDEWALK AS NEEDED FOR DRAINAGE
EXISTING PARKING AREA TO REMAIN
EXISTING CONCRETE SIDEWALK TO REMAIN
RIVER ROCK DRAINAGE CHALK BETWEEN ROCK WALL AND TENNIS FENCE WALL TO MATCH EXISTING
PROPOSED BOUNDARY
EXISTING BOUNDARY
SHADE AREA INDICATES NEW IMPORTED TOP SOIL TO MEET NEW TENNIS SLAB GRADES, 1:1 SLOPE MAX
N 87°45'03" W 289.86'
S 88°46'29" W 291.47'
CONTRACT LIMITS OF DISTURBANCE (LOD)
CREATE NEW BERM IN THIS AREA WITH ALL CUT SOILS FROM TENNIS COURT PROJECT PROVIDE CLEAN 6" TOP SOIL CAP (CAN USE SOIL FROM PC MARC PROJECT AS SOIL CAP CITY WILL PROVIDE TESTING TO DETERMINE DEPTH OF 6" CAP. SOILS EXPORT NOT ALLOWED FROM CITY PARK TENNIS PROJECT. ALL DISTURBED EXISTING SOILS REQUIRE NEW 6" TOPSOIL CAP. CONTRACTOR WILL PROVIDE NEW SOD IN THE AREA OF NEW BERM. CITY PARKS DEPARTMENT TO PROVIDE DESIGN AND MODIFICATION OF EXISTING SPRINKLER SYSTEM

OVERALL SITE PLAN
SCALE: 1" = 10'-0"

NORTH

BID DOCUMENTS

AS120

Vicinity Map

Exhibit D – Vicinity Map/Aerial Photograph

Legend

Road Edges

Parcels

Streets

Short Line Rd

Deer Valley Dr

Sullivan Rd

Bonanza Dr

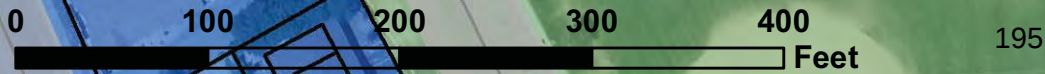
GC

E

ROS

15th St

HRM



Memo

To: Francisco Astorga
Author: Ken Fisher
Subject: City Park Tennis Courts
Date: December 6, 2012



The two tennis courts located on the north end of City Park are asphalt based courts that were originally constructed in the early 1980's. The courts can no longer be repaired due to their age and are scheduled to be replaced with three post-tension concrete courts in the spring of 2013. This project has gone before the Recreation Advisory Board (RAB) and City Council as part of RAB Visioning which is done with City Council every year. City Council & RAB are both supportive of replacing the two existing courts and adding the third court. The project is funded through the City Park Capital Improvement Fund and was approved as part of the CIP budget on July 1, 2012.

The need for the third court is due to the demand for tennis. The courts in City Park are the only free public courts in Park City. The City completed a citizen survey in 2007 and again in 2012 and both times the citizens identified the need for additional tennis courts as a facility with a high unmet need and being important to them. In the spring of 2012 the City also completed a Recreation Facility Demand Study by Zions Bank Public Finance that looked at the number of recreation facilities in Park City versus other resort towns in the intermountain region. The study identified a shortage of 6 outdoor tennis courts in the Park City area.

City Council Staff Report



Subject: 481 Woodside Avenue Plat
Amendment
Author: Kirsten Whetstone, Senior Planner
Date: January 10, 2013
Type of Item: Administrative – Plat Amendment
Project Number: PL-12-01653

Summary Recommendations

Staff recommends that the City Council hold a public hearing for the 481 Woodside Avenue plat amendment and consider approving the plat amendment based on the findings of fact, conclusions of law, and conditions of approval as found in the attached ordinance.

Description

Applicant: Christopher DiMeo
Location: 481 Woodside Avenue
Zoning: Historic Residential (HR-1)
Adjacent Land Uses: Residential, open space, ski runs
Reason for Review: Plat amendments require Planning Commission review and City Council approval

Proposal

The applicant is requesting a Plat Amendment (see Exhibit A) for the purpose of combining all of Lots 16 and 17, Block 29 of the Park City Survey. According to the Historic Sites Inventory (HSI) there is an existing historic home on the property that is listed as “Significant”. According to the HSI, the existing home was originally constructed circa 1884, and remodeled in 1984 (see Exhibit B). The house straddles the common lot line between Lots 16 and 17. The applicant wishes to combine the lots to resolve setback issues from the common lot line that the house was originally constructed over. The applicant ultimately desires to do additional interior remodeling and landscaping in the rear to resolve issues with storm water run-off into the basement. Because the property is located within the Historic District, a Historic District Design Review (HDDR) pre-application will be required for any exterior changes to the property prior to the issuance of any building permits. Plat Amendment approval and recordation is also necessary prior to issuance of a building permit. Any proposed new construction is required to comply with the lot and site development parameters of the zone.

Background

The 481 Woodside Avenue house is a historic house as listed on the HSI as “Significant”. The house was constructed as a single family dwelling in 1884, during the early mining era in Park City. The house contains approximately 2,677 square feet of living area and includes a 594 square foot two car garage that was added to the original

house in 1984 and a building permit was approved for the garage. The existing footprint is 1,723 square feet. No changes to the building footprint are proposed with the current remodel work.

The applicant plans to submit a full HDDR application for the proposed work once the plat amendment is approved. A building permit for the remodel will not be issued until the plat is recorded.

On December 12, 2012, the Planning Commission conducted a public hearing and voted unanimously to forward a positive recommendation to the City Council with amendments to conditions of approval reflected in the attached ordinance. No public input was provided at the hearing (Exhibit F).

Analysis

Planning Staff believes there is good cause for the application. The home currently straddles the lot line creating a non-conforming situation with regards to side setbacks from the common property line. The plat amendment is required in order for the applicants to proceed with desired improvements to the home and to correct the rear lot grading to protect the historic house and prevent storm water from flooding the basement. Staff finds that the plat will not cause undo harm to adjacent property owners and all requirements of the Land Management Code for any future development shall be met.

Lot combinations are typical on Woodside Avenue and in this part of Old Town (see Exhibit C). Houses on either side of this property are located on lot combinations of one and one half to two or more lots. Located across the street on the east side of Woodside are houses and condominiums located on two or more lots. Only five of the 45 lots along Woodside Avenue from Fourth Street to Fifth Street are single lots developed with single family homes (Exhibits D and E).

The purpose of the Historic Residential (HR-I) District is to:

- A. preserve present land Uses and character of the Historic residential Areas of Park City,
- B. encourage the preservation of Historic Structures,
- C. encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District and maintain existing residential neighborhoods,
- D. encourage single family Development on combinations of 25' x 75' Historic Lots,
- E. define Development parameters that are consistent with the General Plan policies for the Historic core, and
- F. establish Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale and the environment.

Existing Conditions – 481 Woodside Ave Home

- Lot Size: 3,750 square feet (two Old Town lots)
 - House Size: 2,677 square feet living area and 594 sf garage

- Footprint: area
1,723 square feet
- Stories: 3 (counting the garage and attic space within the roof framing of house)
- Setbacks: Front: garage is 0.1', house is 25' (approx.)
Rear: house is 9.1', deck is 8.1', and ski ramp is 0'
Side (n): garage is 5.6', house is 8.2', deck is .07-1',
Side (s) garage is 22', house is 1.1', and deck is 1.4'
- Height: 26'-27' approximately (garage is approx. 14.9')

HR-1 Zone Designation Lot Requirements (Based on 3,750 square foot lot)

- Maximum Building Footprint: 1,519 square feet
- Side-yard Setback Requirement: 5 feet minimum (10 feet combined)
- Front and Rear-Yard Setbacks: 10 feet minimum, 20 feet combined.
- Max Height: 27 feet

The home is historic, and thus the existing setbacks, footprint, and height are considered a valid Complying Structures per §15-2.2-4 of the LMC; however, any new construction would be required to meet the current setback requirements. The applicants are not proposing to change the access, building height, building footprint, or setbacks however additional basement area under the historic house is being considered. The proposed plat amendment does not increase any degree of nonconformity with respect to building height, building footprint, or setbacks.

Aside from the HDDR application and the Building Permit required for any future remodel and exterior work, there are no other regulatory processes anticipated for this property. Encroachments in the ROW and across property lines must be addressed prior to plat recordation and either removed or enter into an agreement to preserve each encroachment.

Good Cause

There is good cause for this plat amendment in that the plat amendment is required in order for the applicant to proceed with desired improvements to the home and to correct the rear lot grading to protect the historic house and to prevent storm water from flooding the basement. Staff also finds that the plat amendment will resolve the issue of the home straddling the common property line under the house and any encroachments in the ROW or across perimeter property lines.

Process

Approval of this application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 1-18.

Department Review

This project has gone through an interdepartmental review. No additional issues were raised by any of the departments regarding this proposal.

Notice

The property was posted and notice was mailed to property owners within 300 feet in accordance with the requirements in the LMC. Legal notice was also put in the Park Record in accordance with the requirements of the LMC.

Public Input

No public input was received at the time of writing this report. No public input was provided at the Planning Commission public hearing.

Alternatives

- **Approve:** The City Council may approve the 481 Woodside Avenue plat amendment as conditioned; or
- **Deny:** The City Council may deny the 481 Woodside Avenue plat amendment as conditioned and direct staff to make Findings for this decision and return at a date certain; or
- **Modify:** The City Council may amend the 481 Woodside Avenue plat amendment; or
- **Continue:** The City Council may continue the discussion to a date uncertain and provide staff and the applicant with direction as to any additional information requested in order to make a decision on this matter.
- **Do nothing:** This is not an option on an administrative application when the applicant has petitioned the City Council to take an action.

Significant Impacts

There are no significant fiscal or environmental impacts from this application.

Consequences of not taking the Suggested Recommendation

The proposed plat amendment would not be recorded and two existing parcels would not be adjoined. The non-complying setback under the existing house would not be resolved and a building permit for the addition could not be issued.

Recommendation

Staff recommends the City Council conduct a public hearing for the 481 Woodside Avenue Plat Amendment and consider approving the plat amendment based on the findings of fact, conclusions of law, and conditions of approval as found in the attached ordinance.

Exhibits

Ordinance

Exhibit A- Plat

Exhibit B- Existing conditions site plan

Exhibit C- Aerial photo/vicinity Map

Exhibit D- Historic Sites Inventory and Photos
Exhibit E- County recorder parcels plat
Exhibit F- Minutes of 12.12.12. Planning Commission meeting

Ordinance No. 13-

**AN ORDINANCE APPROVING THE 481 WOODSIDE AVENUE
PLAT AMENDMENT, PARK CITY, UTAH**

WHEREAS, the owners of property located at 481 Woodside Avenue have petitioned the City Council for approval of the 481 Woodside Avenue Plat Amendment; and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on December 12th, 2012, to receive input on the 481 Woodside Avenue Plat Amendment;

WHEREAS, the Planning Commission, on December 12th, 2012, forwarded a recommendation to the City Council;

WHEREAS, the City Council held a public hearing on January 10th, 2013; and

WHEREAS, it is in the best interest of Park City, Utah to approve the 481 Woodside Avenue Plat Amendment as the plat amendment will resolve the issue of the home straddling the common property line under the house and any encroachments in the ROW or across perimeter property lines.

NOW, THEREFORE BE IT ORDAINED by the City Council of Park City, Utah as follows:

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The 481 Woodside Avenue Plat Amendment as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 481 Woodside Avenue within the Historic Residential (HR-1) Zoning District.
2. The property includes an existing 2,677 square foot house and 594 square foot garage.
3. The house was originally constructed circa 1884 and remodeled with additions over time with the latest remodel and garage constructed in 1984.
4. According to the Historic Sites Inventory (HSI) the existing historic home on the property is listed as "Significant".
5. The applicant is requesting to combine two Old Town lots into one lot of record.
6. The plat amendment is necessary in order for the applicant to move forward with additional interior remodeling and landscaping in the rear to resolve existing issues

with storm water run-off into the basement. Additional basement area under the historic house is being considered.

7. The amended plat will create a 3,750 square foot lot of record from the combination of all of Lots 16 and 17, Block 29 of the Park City Survey into one lot.
8. The existing historic home straddles Lots 16 and 17 and cannot be moved onto one lot, per the LMC and Historic District Guidelines. The house is also wider than one 25' wide lot.
9. Any exterior changes to the existing historic home or exterior landscaping requires submittal of an Historic District Design Review application with review for compliance with the adopted 2009 Design Guidelines for Historic Districts and Historic Sites.
10. The maximum building footprint allowed is 1,519 square feet per the HR-1 LMC requirements. The current building footprint is 1,723 square feet and is considered non-complying. No additional building footprint is permitted.
11. There are nonconforming setbacks associated with this property, including the south side and rear yards for the house and the front yard setbacks for the garage.
12. New construction is not proposed that will create further non-compliance of building footprint, height or setbacks.

Conclusions of Law:

1. There is good cause for this plat amendment.
2. The plat amendment is consistent with the Park City Land Management Code and applicable State law regarding subdivisions.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. Approval of the plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. No building permits for work on the existing structure or that would first require the approval of an HDDR, shall be granted until the plat amendment is recorded with the Summit County Recorder's office.
4. Modified 13-D sprinklers may be required for renovation of the existing structure and/or for future additions, to be determined by the Chief Building Official at the time of review of the building plan permit submittal.
5. A 10 foot wide public snow storage easement will be provided along the frontage of the property.
6. Encroachments in the ROW and across property lines must be addressed prior to plat recordation and either removed or enter into an agreement to preserve each encroachment.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this ____ day of January 10, 2013.

PARK CITY MUNICIPAL CORPORATION

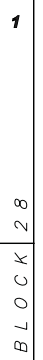
Dana Williams, MAYOR

ATTEST:

Jan Scott, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

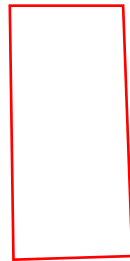


MAIN ST

PARK AVE

WOODSIDE

AVENUE



481 Woodside

EXHIBIT D

HISTORIC SITE FORM - HISTORIC SITES INVENTORY

PARK CITY MUNICIPAL CORPORATION (10-08)

1 IDENTIFICATION

Name of Property:

Address: 481 Woodside Avenue

AKA:

City, County: Park City, Summit County, Utah

Tax Number: PC-361

Current Owner Name: James & Martiena Lewis

Parent Parcel(s):

Current Owner Address: PO Box 808, Park City, UT 84060-0808

Legal Description (include acreage): 0.09 acres; LOTS 16 & 17 BLK 29 PARK CITY SURVEY.

2 STATUS/USE

Property Category

- ☒ building(s), main
- ☐ building(s), attached
- ☐ building(s), detached
- ☐ building(s), public
- ☐ building(s), accessory
- ☐ structure(s)

Evaluation*

- ☐ Landmark Site
- ☒ Significant Site
- ☐ Not Historic

Reconstruction

- Date:*
- Permit #:*
- ☐ Full ☐ Partial

Use

Original Use: Residential
Current Use: Residential

*National Register of Historic Places: ☒ ineligible ☐ eligible
☐ listed (date:)

3 DOCUMENTATION

Photos: Dates

- ☒ tax photo:
- ☒ prints:
- ☐ historic: c.

Drawings and Plans

- ☐ measured floor plans
- ☐ site sketch map
- ☐ Historic American Bldg. Survey
- ☐ original plans:
- ☐ other:

Research Sources (check all sources consulted, whether useful or not)

- ☐ abstract of title
- ☒ tax card
- ☐ original building permit
- ☐ sewer permit
- ☒ Sanborn Maps
- ☐ obituary index
- ☐ city directories/gazetteers
- ☐ census records
- ☐ biographical encyclopedias
- ☐ newspapers
- ☒ city/county histories
- ☐ personal interviews
- ☐ Utah Hist. Research Center
- ☐ USHS Preservation Files
- ☐ USHS Architects File
- ☐ LDS Family History Library
- ☐ Park City Hist. Soc/Museum
- ☐ university library(ies):
- ☐ other:

Bibliographical References (books, articles, interviews, etc.) Attach copies of all research notes and materials.

Blaes, Dina & Beatrice Lufkin. "Final Report." Park City Historic Building Inventory. Salt Lake City: 2007.

Carter, Thomas and Goss, Peter. *Utah's Historic Architecture, 1847-1940: a Guide*. Salt Lake City, Utah:

University of Utah Graduate School of Architecture and Utah State Historical Society, 1991.

McAlester, Virginia and Lee. *A Field Guide to American Houses*. New York: Alfred A. Knopf, 1998.

Roberts, Allen. "Final Report." Park City Reconnaissance Level Survey. Salt Lake City: 1995.

Roper, Roger & Deborah Randall. "Residences of Mining Boom Era, Park City - Thematic Nomination." National Register of Historic Places Inventory, Nomination Form. 1984.

4 ARCHITECTURAL DESCRIPTION & INTEGRITY

Building Type and/or Style: T/L Cottage type / Victorian & Vernacular style

No. Stories: 1 ½

Additions: ☐ none ☒ minor ☐ major (describe below) Alterations: ☐ none ☒ minor ☐ major (describe below)

Number of associated outbuildings and/or structures: ☐ accessory building(s), # ____; ☐ structure(s), # ____.

General Condition of Exterior Materials:

Researcher/Organization: Dina Blaes/Park City Municipal Corporation *Date:* November, 08

- ☒ Good (Well maintained with no serious problems apparent.)
- ☐ Fair (Some problems are apparent. Describe the problems.):
- ☐ Poor (Major problems are apparent and constitute an imminent threat. Describe the problems.):
- ☐ Uninhabitable/Ruin

Materials (The physical elements that were combined or deposited during a particular period of time in a particular pattern or configuration. Describe the materials.):

Site: Includes a two-car garage at the street front and entry steps from the roadway. Stone retaining walls run along the street edge at the front of the site.

Foundation: Assumed to be concrete.

Walls: Clad in wood drop siding. Porch is supported by narrow posts and has a lattice porch skirt.

Roof: Cross-wing roof form is clad in asphalt shingles. The rear roof is a shed form and is presumed to be sheathed in asphalt shingles as well. Small gable dormer is located in the stem wing and has a multi-pane fixed casement window.

Windows: Wood double-hung and casement.

Essential Historical Form: ☒ Retains ☐ Does Not Retain, due to:

Location: ☒ Original Location ☐ Moved (date _____) Original Location:

Design (The combination of physical elements that create the form, plan, space, structure, and style. Describe additions and/or alterations from the original design, including dates--known or estimated--when alterations were made): The site has been modified significantly from what is seen in the tax photo. The street front garage was added before 1995, along with an extension of the front deck (visible in the tax photo, but appears to have been extended out over the garage). A rear addition was constructed with the shed roof springing from the ridge line of the original house. The brick chimney on the north side of the house appears to be constructed of newer bricks and replaces a chimney that was originally located just south of the cross-wing.

Setting (The physical environment--natural or manmade--of a historic site. Describe the setting and how it has changed over time.): The setting has been modified significantly with the addition of the driveway and parking area, garage and extended deck. The landscaping includes mature evergreen and deciduous trees and side yards are narrow, typical of park City's older neighborhoods.

Workmanship (The physical evidence of the crafts of a particular culture or people during a given period in history. Describe the distinctive elements.): Much of the physical evidence from the period that defines the typical Park City mining era home has been altered and, therefore, lost.

Feeling (Describe the property's historic character.): The physical elements of the site, in combination, do not effectively convey a sense of life in a western mining town of the late nineteenth and early twentieth centuries.

Association (Describe the link between the important historic era or person and the property.): The "T" or "L" cottage (also known as a "cross-wing") is one of the earliest and one of the three most common house types built in Park City during the mining era; however, the extent of the alterations to the main building and site diminishes its association with the past.

The extent and cumulative effect of alterations to the site render it ineligible for listing in the National Register of Historic Places.

5 SIGNIFICANCE

Architect: ☒ Not Known ☐ Known: (source:)

Date of Construction: c.1884¹

¹ Summit County Tax Assessor.

Builder: ☒ Not Known ☐ Known: (source:)

The site must represent an important part of the history or architecture of the community. A site need only be significant under one of the three areas listed below:

1. Historic Era:

- ☒ Settlement & Mining Boom Era (1868-1893)
- ☐ Mature Mining Era (1894-1930)
- ☐ Mining Decline & Emergence of Recreation Industry (1931-1962)

Park City was the center of one of the top three metal mining districts in the state during Utah's mining boom period of the late nineteenth and early twentieth centuries, and it is one of only two major metal mining communities that have survived to the present. Park City's houses are the largest and best-preserved group of residential buildings in a metal mining town in Utah. As such, they provide the most complete documentation of the residential character of mining towns of that period, including their settlement patterns, building materials, construction techniques, and socio-economic make-up. The residences also represent the state's largest collection of nineteenth and early twentieth century frame houses. They contribute to our understanding of a significant aspect of Park City's economic growth and architectural development as a mining community.²

2. Persons (Describe how the site is associated with the lives of persons who were of historic importance to the community or those who were significant in the history of the state, region, or nation):

3. Architecture (Describe how the site exemplifies noteworthy methods of construction, materials or craftsmanship used during the historic period or is the work of a master craftsman or notable architect):

6 PHOTOS

Digital color photographs are on file with the Planning Department, Park City Municipal Corp.

Photo No. 1: East elevation (primary façade). Camera facing west, 2006.

Photo No. 2: East elevation (primary façade). Camera facing west, 2006.

Photo No. 3: East elevation (primary façade). Camera facing west, 1995.

Photo No. 4: Southeast oblique. Camera facing northwest, tax photo.

² From "Residences of Mining Boom Era, Park City - Thematic Nomination" written by Roger Roper, 1984.

SERIAL NO.
RE-APPRAISAL CARD (1940 APPR. BASE)

Owner's Name _____
 Owner's Address 481 WOODSIDE
 Location _____
 Kind of Building Res. Street No. _____
 Schedule 1 Class H Type 1-2-3-4 Cost \$ _____ X %

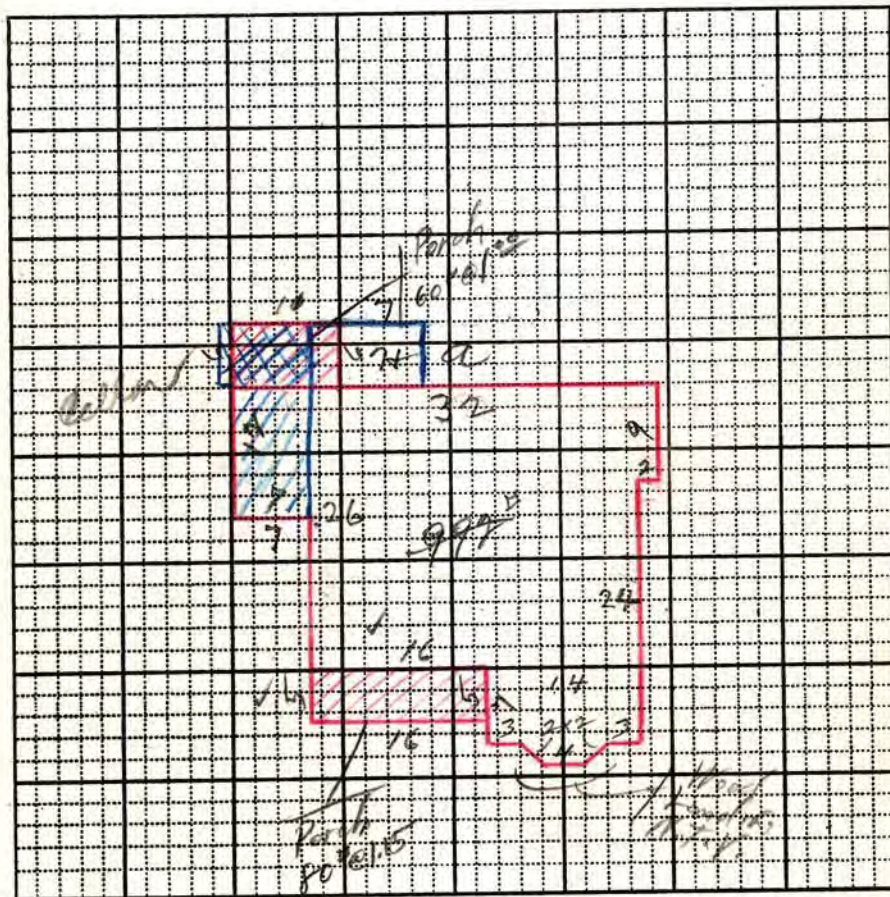
Stories	Dimensions	Cu. Ft.	Sq. Ft.	Actual Factor	Totals
<u>1</u>	<u>x x</u>		<u>992</u>	<u>\$ -</u>	<u>\$ 2666</u>
	<u>x x</u>			<u>\$</u>	<u>\$</u>
	<u>x x</u>			<u>\$</u>	<u>\$</u>

No. of Rooms 6 Condition _____

Description of Building	Add	Deduct
Foundation—Stone Conc. None ☒		<u>170</u>
Ext. Walls <u>Siding</u>		
Insulated—Floors Walls Clgs.		
Roof—Type <u>Gob.</u> Mat. <u>Shg.</u>		
Dormers—Small <u>1</u> Med. <u>1</u> Lg.		
Bays—Small <u>1</u> Med. <u>1</u> Lg.		
Porches—Front <u>80' @ 1.15</u>	<u>92</u>	
Rear <u>60' @ 1.00</u>	<u>60</u>	
<u>Cellar</u> —Basmt— $\frac{1}{4}$ $\frac{1}{2}$ $\frac{3}{4}$ full-floor <u>Dirt</u>		
Basement Apts.—Rooms Fin.		
Attic Rooms Fin. <u>1</u> Unfin.		
Plumbing— Class <u>1</u> Tub <u>1</u> Trays <u>1</u> Basin <u>1</u> Sink <u>1</u> Toilet <u>1</u> Urns <u>1</u> Ftns. <u>1</u> Shr. <u>1</u> Dishwasher <u>1</u> Garbage Disp. <u>1</u>		
Heat—Stove <u>H. A.</u> Steam <u>S.</u> Blr. <u>1</u> Oil <u>1</u> Gas <u>1</u> Coal <u>1</u>		
Air Conditioned _____ Incinerators _____		
Radiant—Pipeless _____		
Finish— Hd. Wd. <u>1</u> Floors <u>1</u> Hd. Wd. <u>1</u> Fir. <u>1</u> Fir. <u>1</u> Conc. <u>1</u>		<u>125</u>
Cabinets <u>1</u> Mantels _____		
Tile— Walls _____ Wainscot. _____ Floors _____		
Lighting—Lamp <u>1</u> Drops <u>1</u> Fix. <u>1</u> <u>Br. lined - 6 @ 15c</u>		<u>90</u>
Total Additions and Deductions	<u>152</u>	<u>385</u>
Net Additions or Deductions	<u>-152</u>	<u>2666</u>

Age 35 Yrs. by Est. Owner
 REPRODUCTION VALUE \$ 2433
 Depr. 1-2-3-4-5-6 48/52 % \$ 1765
 Reproduction Val. Minus Depr. \$ 1765
 Remodeled _____ Est. Cost _____
 Garage—S 8 C 1 Depr. 2% 3% _____
 Cars _____ Walls _____
 Roof _____ Size x Age _____
 Floor _____ Cost _____ Depreciated Value Garage _____
 Remarks 27yr Ave Val (1941) Total Building Value \$ _____

Appraised 10/21/41 By CAO & AD

[illegible]

Arthur Piva Inc.

Location Bldg 29 - Lot 16+17
 Kind of Bldg. RES St. No. 481 Woodside Ave
 Class 4 Type 1 2 3 4 4 Cost \$ X 100 %

Stories	Dimensions	Cu. Ft.	Sq. Ft.	Factor	Totals
1	x x		1002		\$ 2319
	x x				
	x x				

Gar.—Carport x Flr. Walls Cl.

Description of Buildings	Additions
Foundation—Stone <u>Conc.</u> None <u>✓</u>	
Ext. Walls <u>Siding</u>	
Insulation—Floors <u>Walls</u> Cigs. <u></u>	
Roof Type <u>Gable</u> Mtl. <u>Shg</u>	
Dormers—Small <u>Med.</u> Large <u></u>	
Bays—Small <u>Med.</u> Large <u></u>	
Porches—Front <u>80</u> @ <u>1.15</u>	92
Rear <u>144</u> @ <u>.60</u>	86
Porch <u></u> @ <u></u>	
Metal Awnings <u></u> Mtl. Rail <u></u>	
Basement Entr. <u></u> @ <u></u>	
Planters <u></u> @ <u></u>	
Cellar-Bsmt. — $\frac{1}{4}$ $\frac{1}{2}$ $\frac{3}{4}$ Full <u>Floor</u> <u>Dirt</u> 50	
Bsmt. Apt. <u>Rooms</u> Fin. <u>Unfin.</u>	
Attic Rooms Fin. <u>Unfin.</u>	
Plumbing { Class <u>1</u> Tub <u>1</u> Trays <u></u>	
Basin <u>1</u> Sink <u>1</u> Toilet <u>1</u>	
Wtr. Sfr. <u></u> Shr. St. <u></u> O.T. <u></u>	
Dishwasher <u></u> Garbage Disp. <u></u>	350
Built-in-Appliances <u></u>	
Heat—Stove <u>H.A.</u> <u>✓</u> Steam <u>Stkr.</u> <u>Blr.</u> <u>✓</u>	246
Oil <u>Gas</u> <u>Coal</u> <u>✓</u> Pipeless <u>Radiant</u>	155
Air Cond. <u></u>	
Finish—Fir <u>✓</u> Hd. Wd. <u></u>	
Floor—Fir <u>✓</u> Hd. Wd. <u></u> Other <u></u>	
Cabinets <u>1</u> Mantels <u></u>	
Tile—Walls <u>Wainseot</u> Floors <u></u>	
Storm Sash—Wood D. <u>S.</u> <u>;</u> Metal D. <u>S.</u>	

Total Additions

Year Built <u></u>	Avg. <u>44</u>	Current Value	\$ 3298
Avg Age <u>1949-35</u>	Age <u></u>	Commission Adj. <u></u> %	
Inf. by { Owner - Tenant -	Bldg. Value	Depr. Col. <u>1 2 3 4 5 6</u> <u>43</u> %	
Neighbor - Record - Est.	Current Value Minus Depr.		\$ 1418

Remodel Year <u></u>	Est. Cost <u></u>	Garage—Class <u></u> Depr. 2% 3% <u></u> Carport—Factor <u></u>	
Cars <u></u>	Floor <u></u> Walls <u></u> Roof <u></u> Doors <u></u>		
Size— <u>x</u> Age <u></u> Cost <u>x</u> %			
Other <u></u>			

Total Building Value

\$

Appraised

5-7-

19

213

By

13021332

PC361

Serial Number

OF
Card Number

Owners Name Arthur Pio & Son
 Location 164 17 Bldg 29 PC
 Kind of Bldg. Res St. No. 481 Woodside Ave
 Class 3 Type 1 2 3 4 Cost \$ _____ X _____ %

Stories	Dimensions	Sq. Ft.	Factor	Totals	Totals
1	x x	950		\$ 4172	\$
	x x				
	x x				

Att. Gar.—C.P. _____ x _____ Flr. _____ Walls _____ Cl. _____

Description of Buildings Additions Additions

Foundation—Stone _____ Conc. _____ Sills ☒

Ext. Walls siding

Roof Type Gable Mtl. CT

Dormers—Small _____ Med. _____ Large _____

Bays—Small _____ Med. _____ Large _____

Porches—Front 80 @ 175 140

Rear FRONT 120 @ 100 120

Porch 126 @ 150 189

Planters _____ @ _____

Ext. Base. Entry _____ @ FLP

Cellar-Bsmt. — $\frac{1}{4}$ 2 $\frac{1}{2}$ $\frac{3}{4}$ Full _____ Floor 315

Bsmt. Gar. _____

Basement-Apt. _____ Rms. _____ Fin. Rms. _____

Attic Rooms Fin. _____ Unfin. _____

Plumbing { Class 1 Tub 1 Trays _____

Basin 1 Sink 1 Toilet 1

Wtr. Sfr. _____ Shr. St. _____ O.T. _____

Dishwasher _____ Garbage Disp. 550

Heat—Stove _____ H.A. FA HW _____ Stkr _____ Elec. _____

Oil Gas Coal _____ Pipeless _____ Radiant 373

Air Cond. — Full _____ Zone _____

Finish—Fir. ✓ Hd. Wd. _____ Panel _____

Floor—Fir. ✓ Hd. Wd. ✓ Other _____

Cabinets 1 Mantels _____

Tile—Walls _____ Wainscot Plastic Floors 40

Storm Sash—Wood D. _____ S. _____; Metal D. _____ S. _____

Awnings — Metal _____ Fiberglass _____

Total Additions 1914 1727

Year Built 1914 Avg. 1. Replacement Cost 5899

1968 Age 2. Obsolescence

Inf. by { Owner - Tenant - Adj. Bld. Value

{ Neighbor - Record - Est. Conv. Factor x.47

Replacement Cost—1940 Base

Depreciation Column 1 2 3 4 5 6

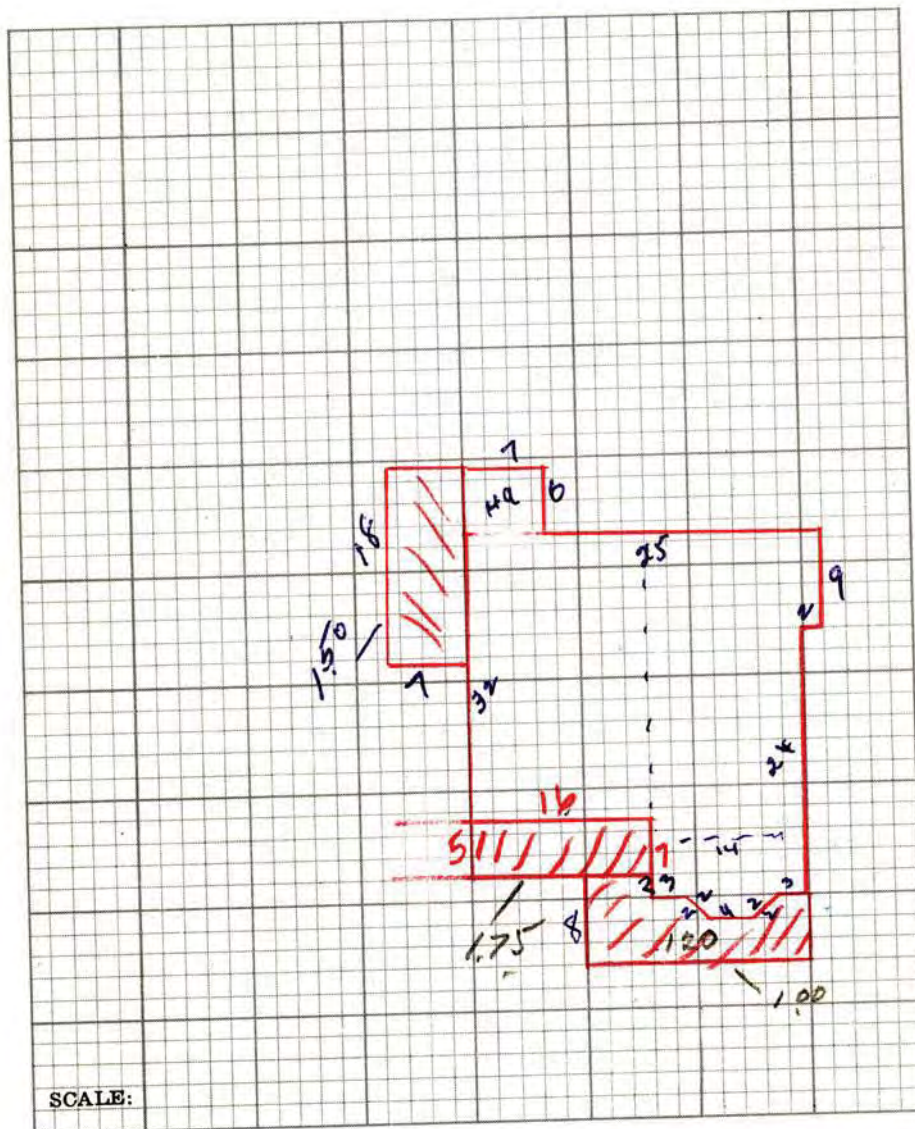
1940 Base Cost, Less Depreciation

Total Value from reverse side

Total Building Value \$

Appraised 10-25 19 68 By 1333 DEC 11 1968

Appraised 2 19 _____ By 1328



RESIDENTIAL OUT BUILDINGS	Age	Size	Area	Factor	Cost	Conv. Fac.	Adj. Cost	Depr. Value
		x				.47		
		x				.47		
		x				.47		
		x				.47		
		x				.47		
		x				.47		

Garage — Class _____ Depr. 2% 3% _____

Cars _____ Floor _____ Walls _____ Roof _____ Doors _____

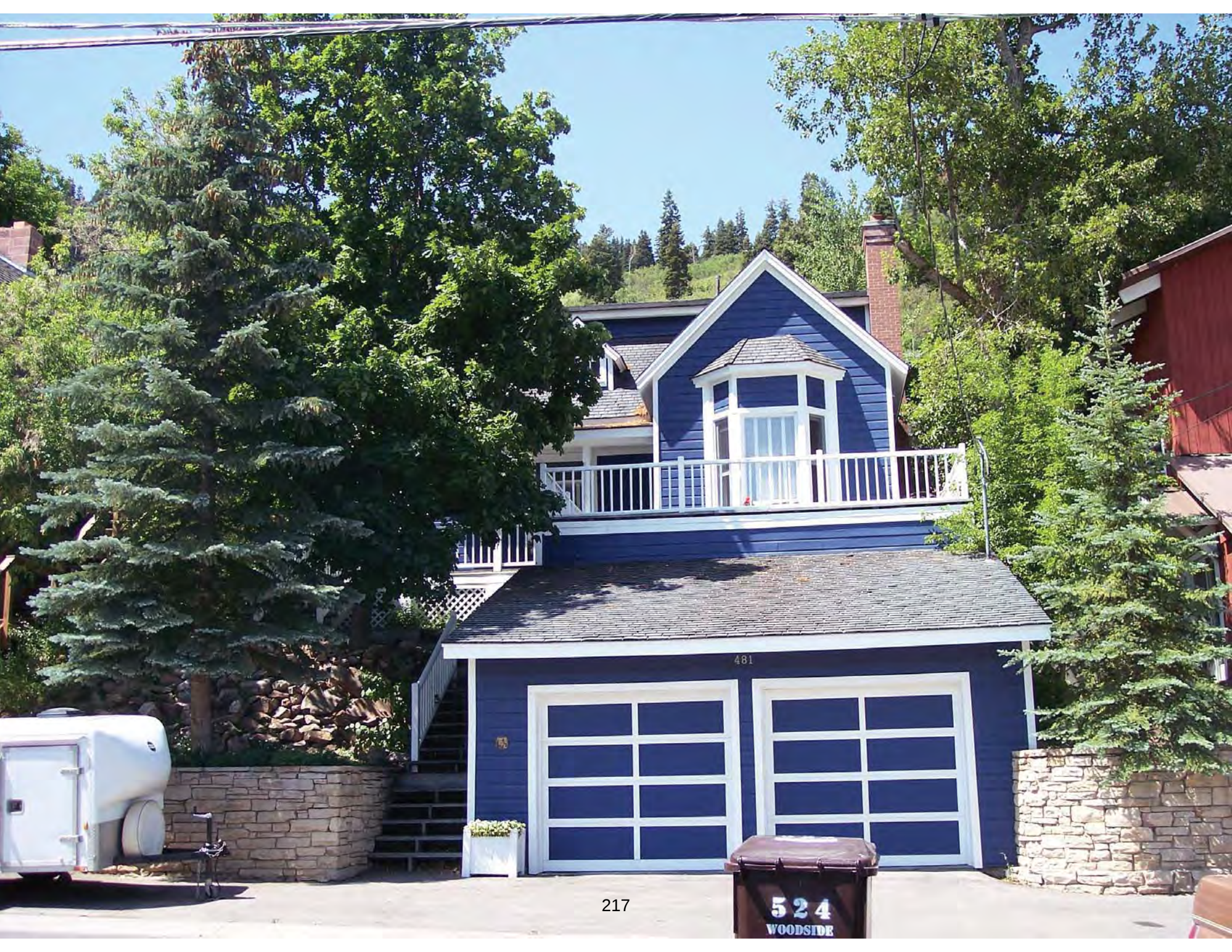
Size _____ x _____ Age _____ Cost _____ x 47% _____

1940 Base Cost _____ x _____ % Depr. _____

Total _____

REMARKS _____





481

217

524
WOODSIDE



481

218





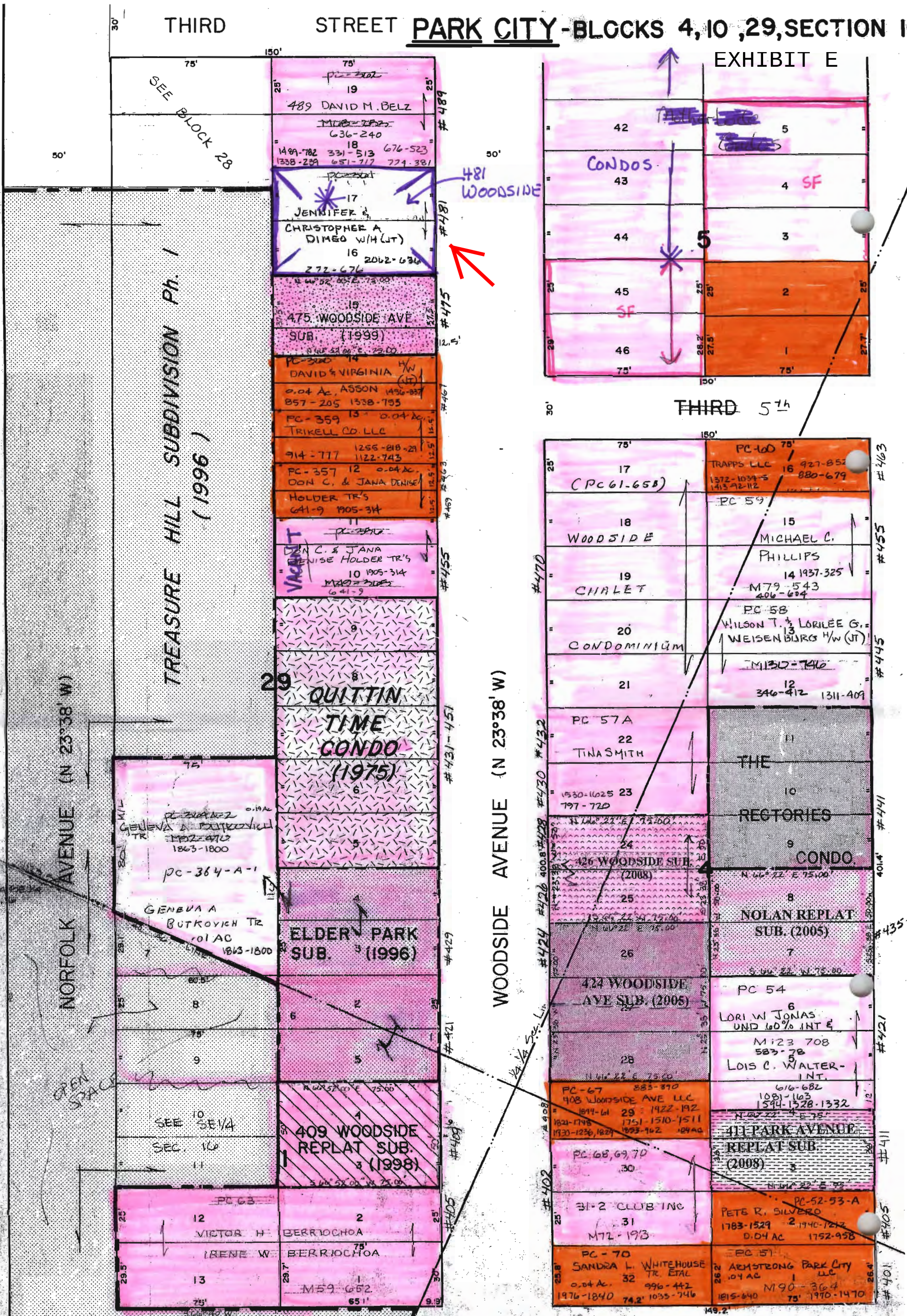


THIRD

STREET

PARK CITY-BLOCKS 4, 10, 29, SECTION 1

EXHIBIT E



Approved		REVISIONS - DATE AND INITIAL				(In Pencil)	
Utah State Tax Comm		See 15, 19, 20					
Date		By				222	

SUMMIT C

DRAFT

PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
DECEMBER 12, 2012

COMMISSIONERS IN ATTENDANCE:

Jack Thomas, Brooke Hontz, Stewart Gross, Mick Savage, Adam Strachan, Charlie Wintzer

EX OFFICIO:

Planning Director, Thomas Eddington; Kirsten Whetstone, Planner; Matt Evans, Planner;
Francisco Astorga; Polly Samuels McLean, Assistant City Attorney

=====

REGULAR MEETING

ROLL CALL

Vice-Chair Thomas called the meeting to order at 5:35 p.m. and noted that all Commissioners were present except Commissioner Worel who was excused.

ADOPTION OF MINUTES

October 10, 2012

Commissioner Hontz referred to page 112 of the Staff report, page 6 of the minutes, fourth paragraph, regarding the 264 Ontario plat amendment and a discussion she had with the City Engineer that established key points about the small size and narrowness of City roads and the policy. She requested that someone listen to the recording and expand the paragraph to include more details of the actual discussion. Commissioner Hontz recalled an exchange between herself and the City Engineer which clarified that the narrowness of the road was appropriate. She would like her question and his response included in the minutes before they are adopted.

MOTION: Commissioner Hontz moved to postpone adopting the minutes of October 10, 2012 to January 9, 2013. Commissioner Wintzer seconded the motion.

VOTE: The motion passed 4-0. Commissioner Thomas abstained since he was absent on October 10, 2012.

November 28, 2012

MOTION: Commissioner Wintzer moved to ADOPT the minutes of November 28, 2012 as written. Commissioner Gross seconded the motion.

DRAFT

VOTE: The motion passed 4-0. Commissioner Thomas abstained since he was absent on November 28, 2012.

.....

3. 481 Woodside Avenue – Plat Amendment (Application PL-12-01653)

Planner Kirsten Whetstone reviewed the request for a plat amendment for the purpose of combining all of Lots 16 and 17 of Block 29 of the Park City Survey. The address is 481 Woodside on the west side of Woodside Avenue. An existing historic home on the property is listed on the Historic Sites Inventory as a significant home. The home was constructed in 1884 and went through a remodel in 1984. The house straddles a common lot line between Lot 16 and 17 and the applicant would like to combine the lots to resolve the common lot line.

Planner Whetstone reported that the applicant intends to work on the house and possibly add a partial basement. The applicant would eventually like to do interior remodeling due to storm water runoff issues in the rear of the property. Interior work was not being proposed at this time and the requirement would be one lot of record.

The Planning Staff believed there was good cause for this application because the home currently straddles the lot line creating a non-conforming situation with regards to setbacks of the common property line. The plat amendment is required before the applicant could proceed with improvements to the home and to protect the historic house from flood water. The Staff found that the plat would not cause undue harm to the adjacent property owner and could possibly improve the situation. All requirements of the LMC for future development shall be met.

Planner Whetstone noted that the conditions of approval were similar to the previous application, and she revised Condition #4 regarding the sprinklers. "Modified 13-D sprinklers may be required for renovation of the existing structure or any possible future additions." She pointed out that some new structure takes up footprint; however, since the house currently exceeds the maximum footprint the applicant could not add an addition unless something else was removed. Planner Whetstone referred to Condition #5 regarding the 10-foot snow storage easement. There is an existing garage within that easement area and the City would not push snow into the garage. However, the garage is not historic and if it ever comes down the City would want that easement.

The Staff recommended that the Planning Commission conduct a public hearing for the 481 Woodside Avenue plat amendment and consider forwarding a positive recommendation to the City Council based on the findings of fact, conclusions of law and conditions of approval listed in the draft ordinance.

Vice-Chair Thomas opened the public hearing.

There were no comments.

Vice-Chair Thomas closed the public hearing.

Commissioner Hontz revised Condition #4 to match the revised language in the previous application. "Modified 13-D sprinklers may be required for renovation of the existing structure or possible addition to be determined by the Chief Building Office..." Commission Hontz referred to Finding #6 and removed the sentence, no additional building footprint is proposed". She felt that language weakened Finding #10 regarding the maximum footprint and created confusion.

MOTION: Commissioner Hontz moved to forward a positive recommendation to the City Council for the 481 Woodside Avenue plat amendment in accordance with the Findings of Fact, Conclusions of Law and Conditions of Approval as amended. Commissioner Gross seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact -

1. The property is located at 481 Woodside Avenue within the Historic Residential (HR-1) Zoning District.
2. The property includes an existing 2,677 square foot house and 594 square foot garage.
3. The house was originally constructed circa 1884 and remodeled with additions over time with the latest remodel and garage constructed in 1984.
4. According to the Historic Sites Inventory (KSI) the existing historic home on the property is listed as "Significant".
5. The applicant is requesting to combine two Old Town lots into one lot of record.
6. The plat amendment is necessary in order for the applicant to move forward with additional interior remodeling and landscaping in the rear to resolve existing issues with storm water run-off into the basement.
7. The amended plat will create a 3,750 square foot lot of record from the combination of all of Lots 16 and 17, Block 29 of the Park City Survey into one lot.
8. The existing historic home straddles Lots s16 and 17 and cannot be moved onto one lot, per the LMC and Historic District Guidelines. The house is also wider than one 25' wide lot.
9. Any exterior changes to the existing historic home or exterior landscaping requires submittal of an Historic District Design Review application with review for compliance with the adopted 2009 Design Guidelines for Historic Districts and Historic Sites.
10. The maximum building footprint allowed is 1,519 square feet per the HR-1 LMC requirements. The current building footprint is 1,723 square feet and is considered non-complying. No additional building footprint is permitted or proposed.
11. There are non-conforming setbacks associated with this property, including the south side and rear yards for the house and the front yard setbacks for the garage.

12. No construction is not proposed that will create further non-compliance of building footprint, height or setbacks.

Conclusion of Law – 481 Woodside Avenue

1. There is good cause for this plat amendment.
2. The plat amendment is consistent with the Park City Land Management Code and applicable State law regarding subdivisions.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. Approval of the plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval – 481 Woodside Avenue

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void. Unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. No building permits for work on the existing structure that would first require the approval of an HDDR shall be granted until the plat amendment is recorded with the Summit County Recorder's Office.
4. Modified 13-D sprinklers may be required for renovation of the existing structure or a possible addition to be determined by the Chief Building Official at the time of review of the building plan permit submittal.
5. A 10-foot wide public snow storage easement will be provided along the frontage of the property.
6. Encroachments in the ROW and cross property lines must be addressed prior to plat recordation and either removed or entered into an agreement to preserve each encroachment.
4. **Land Management Code Amendments – Chapter 2-Zoning, Chapter 5-Architecture Review, Chapter 6-Master Planned Development, Chapter 15-Definitions.**
(Application PL- 12-01631)

Chapter 5 – Architectural Review

Planner Whetstone noted that at the last meeting the Planning Commission discussed adding the requirement for a landscape plan to this section. Additions were also made to the

landscape requirements for using water-wise xeriscaping.

City Council Staff Report



Subject: Red Stag Lodge Amended
Condominium Plat
Author: Francisco Astorga
Project Number: PL-12-01657
Date: January 10, 2013
Type of Item: Administrative – Condominium Record of Survey Amendment

Summary Recommendations

Staff recommends the City Council hold a public hearing and consider approving the Red Stag Lodge Amended Condominium Plat based on the findings of fact, conclusions of law, and conditions of approval as found in the draft ordinance.

Description

Applicant: Mark Thurn and Paul Kelley, Unit 501; Joshua Grim, Unit 502; and Paul Kelley. Home Owners Association (HOA) represented by Adam Huff of Epic Engineering
Location: 2550 Deer Valley Drive East, Unit 501 & 502
Zoning: Residential Development (RD) as part of the Deer Valley Master Planned Development (MPD)
Adjacent Land Uses: Condominiums, Deer Valley resort parking, open space
Reason for Review: Planning Commission review and recommendation to City Council

Proposal

This is a condominium record of survey amendment request to convert existing common area attic space into private area for Unit 501 and Unit 502 for an additional bedroom and bathroom in each unit.

Purpose

The purpose of the Residential Development (RD) District is to:

- A. allow a variety of Residential Uses that are Compatible with the City's Development objectives, design standards, and growth capabilities,
- B. encourage the clustering of residential units to preserve natural Open Space, minimize Site disturbance and impacts of Development, and minimize the cost of municipal services,
- C. allow commercial and recreational activities that are in harmony with residential neighborhoods,
- D. minimize impacts of the automobile on architectural design,
- E. promote pedestrian connections within Developments and between adjacent Areas; and

F. provide opportunities for variation in architectural design and housing types.

Background

The Red Stag Lodge Condos are located at 2550 Deer Valley Drive East within the Deer Valley Resort MPD. In March 2000, the Planning Commission approved a Conditional Use Permit/Master Planned Development (CUP/MPD) for Comstock II, which is now the Red Stag Lodge. Concurrent with the CUP approval was an amendment to the Deer Valley Master Plan to transfer density to the project. In March 2005 the City approved an administrative CUP for a private residence club. In January 2007 the Planning Commission approved an amendment to the original CUP to reflect the changes to unit size. The Red Stag Lodge Condominium Plat was approved by the City Council in January 2007 and recorded at Summit County in April 2007.

The Red Stag Lodge Condominium Plat consists of eleven (11) residential condominium units of different sizes ranging from 1,014 to 1,500 square feet and four (4) support commercial units that can only be used as meetings rooms, and support commercial. The project also includes seventeen (17) parking spaces located on the parking garage level. There is one (1) access driveway from the garage to Deer Valley Drive East containing an internal turn-around circulation. See Exhibit B Red Stag Lodge Condominium Plat.

The four (4) support commercial units totaling 1,887 square feet have been built. Per the Deer Valley MPD, no retail commercial space is allocated to this site. The commercial spaces are utilized as support commercial and meeting space including: two (2) meeting rooms, an office, a laundry room, a maintenance room, and a small prep kitchen and serving area attached to a meeting room. Under LMC § 15-6-8 (C) and (D), support commercial and meeting space is allowed at 5% of the gross floor area for both uses.

The property is subject to the requirements and restrictions of the Deer Valley Resort 11th Amended and Restated Large Scale MPD. The large scale MPD allows up to 8.5 unit equivalents (UEs) for this development. At 2,000 square feet per residential UE, the total allowable square footage is 17,000. The Deer Valley MPD also indicates up to 11 residential units to be developed at this development.

On September 28, 2012 the City received a completed application for an Amendment to Record of Survey request to amend the existing Red Stag Lodge Condominium Plat. This request converts the attic space above Unit 501 and 502 from common to private space. The proposed addition to Unit 501 is 458 square feet. The proposed addition to Unit 502 is 624 square feet. The respective conversions are tentative lofts consisting of an additional bedroom and a bathroom directly above each unit.

According to a letter submitted by the HOA in September 2012, the Red Stag Lodge HOA voted to approve this plat amendment request and subsequent building permits. The only exterior changes proposed are the addition of two (2) windows on the south side of the existing structure.

The Planning Commission reviewed this application during their November 28, 2012 meeting. The Commission forwarded a positive recommendation. The positive recommendation was based on a unanimous vote.

Analysis

The proposed amendment is consistent with the purpose statements of the district in that the use as residential condominiums is unchanged, the additional floor area is proposed within the existing structure minimizing site disturbance, preserving the existing natural open space, and minimizing impacts of development. The additional floor area exists as attic space and the only exterior change consists of the addition of two (2) windows on the south side of the building.

Unit 501 would increase by 458 square feet from 1,500 square feet to a total of 1,958 square feet. Unit 502 would increase by 624 square feet from 1,196 square feet to a total of 1,820 square feet. The total proposed increase in residential floor area equates 1,082 square feet or 0.54 UE. There are currently 15,847 residential square feet or 7.92 UEs on site. The current proposal equates to a grand total of 16,929 square feet or 8.46 UEs. The current Deer Valley MPD allows 8.5 UEs (17,000 square feet) for the Red Stag Lodge. The proposed increases in private space are allowed under the existing approved MPD (Exhibit E).

As the building contains 27,679 square feet of gross floor area, meeting space and support commercial per LMC § 15-6-8(C) & (D) may be 5% of the gross floor area. 5% of the gross floor area is 1,384 square feet. Support commercial and meeting space are each limited to 1,384 square feet. The total support commercial space (C-1 and C-3) is 1,389 square feet. The meeting space (C-2 and C-4) is 498 square feet.

When the original plat was approved in 2007 commercial Unit C-3 was identified as encompassing 694 square feet. The subsequent plat indicated 721 square feet for C-3. Staff found the 27 square foot change to be *de minimus* and the excess of 5 square feet does not increase parking requirements although it exceeds five percent (5%) support commercial allowed in the building.

All construction is proposed within the existing building envelope. See table below:

	Permitted	Existing
Height	35'+5' for pitched roof	35'+5' for pitched roof
Front setback	20'	20'
Rear setback	15'	>180'
Side setbacks	12'	12'
Parking	17	17

According to the approved Comstock II MPD, the Planning Commission reduced the parking requirement for the eleven (11) residential units from twenty-two (22) to seventeen (17) parking spaces due to the second-home, seasonal nature of the

condominium project. This reduction was granted in consideration of the following factors:

- I. Probable number of cars owned or required by occupants.*
- II. Varying time periods of uses, whenever joint use of common parking area is proposed.*
- III. Nature of occupancy will not change.*

Process

Prior to issuance of any building permits for the modification to the condominium units, the applicant will have to submit a Building Permit application. The approval of this plat amendment application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 1-18.

Department Review

This project has gone through an interdepartmental review. No additional issues were raised.

Notice

The property was posted and notice was mailed to property owners within 300 feet. Legal notice was published in the Park Record.

Public Input

Staff has not received any public input regarding this amended condominium plat.

Alternatives

- The City Council may approve the Red Stag Lodge Amended Condominium Plat as conditioned or amended; or
- The City Council may deny the Red Stag Lodge Amended Condominium Plat and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on Red Stag Lodge Amended Condominium Plat.
- The City Council may remand the item back to the Planning Commission for specific discussion on topics and/or findings.

Significant Impacts

There are no significant fiscal or environmental impacts from this application.

Consequences of not taking the Suggested Recommendation

The units and attics would remain as is and no construction could take place within the common area.

Recommendation

Staff recommends the City Council hold a public hearing and consider approving the Red Stag Lodge Amended Condominium Plat based on the findings of fact, conclusions of law, and conditions of approval as found in the draft ordinance.

Exhibits

- Exhibit A – Draft Ordinance with Proposed Plat
- Exhibit B – Deer Valley MPD Density Table
- Exhibit C – Vicinity Map/Aerial Photograph
- Exhibit D – Site Photograph (side elevation)
- Exhibit E – HOA Letter

Exhibit A – Draft Ordinance with Proposed Plat

Ordinance 12-__

AN ORDINANCE APPROVING THE RED STAG LODGE AMENDED CONDOMINIUM PLAT LOCATED AT 2550 DEER VALLEY DRIVE EAST, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Red Stag Lodge Condominiums, located within the Deer Valley Resort Eleventh (11TH) Amended and Restated Large Scale Master Planned Development, have petitioned the City Council for approval of amendments to convert to private area the common attic area above Unit 501 and 502; and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on November 28, 2012, to receive input on the proposed amendments to the record of survey plat;

WHEREAS, the Planning Commission forwarded a recommendation to the City Council; and,

WHEREAS, on December 13, 2012, the City Council held a public hearing on the proposed amendments to the record of survey plat; and

WHEREAS, it is in the best interest of Park City, Utah and consistent with the Deer Valley Resort 11th Amended and Restated Master Planned Development to approve the proposed amendments to the Red Stag Lodge Condominiums Plat.

NOW, THEREFORE BE IT ORDAINED by the City Council of Park City, Utah as follows:

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Red Stag Lodge Amended Condominium Plat as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The site is located at 2550 Deer Valley Drive East.
2. The site is located within the Residential District (RD) District within the Deer Valley Large-Scale Master Planned Development (MPD).
3. The Red Stag Lodge (previously Comstock II) MPD/CUP was approved on March 22, 2000.
4. In March 2005 the Planning Commission approved an administrative CUP for a private residence club at 2550 Deer Valley Drive East.

5. The Red Stag Lodge Condominium Plat was approved by the City Council in January 2007 and recorded at Summit County in April 2007.
6. The condo consists of eleven (11) residential condominium units of different sizes ranging from 1,014 to 1,500 square feet.
7. The project also includes seventeen (17) parking spaces located on the parking garage level.
8. Within the private residence club, the condominium also has four (4) support commercial units totaling 1887 square feet.
9. The property is subject to the requirements and restrictions of the Deer Valley Resort 11th Amended and Restated Large Scale MPD.
10. The large scale MPD allows up to 8.5 unit equivalents (UEs) for this development. At 2,000 square feet per residential UE, the total allowable square footage is 17,000.
11. The Deer Valley MPD also indicates up to 11 residential units to be developed at this development.
12. This request converts the attic space above Unit 501 and 502, from common into private.
13. The proposed conversions are lofts consisting of an additional bedroom and a bathroom directly above each unit.
14. The additional floor area exists as common space within the attic area and the only exterior change consists to the addition of two (2) windows on the south side of the building.
15. Unit 501 would increase by 458 square feet from 1,500 square feet to a total of 1,958 square feet.
16. Unit 502 would increase by 624 square feet from 1,196 square feet to a total of 1,820 square feet.
17. The total proposed combined increase in residential floor area equates to 1,082 square feet or 0.541 UE.
18. There are currently 15,847 residential square feet or 7.92 UEs on site.
19. The current proposal equates to a grand total of 16,929 square feet or 8.46 UEs.
20. The current Deer Valley MPD allows 8.5 UEs (17,000 square feet) for the Red Stag Lodge.

Conclusions of Law:

1. There is good cause for this Amendment to the Record of Survey.
2. The Record of Survey is consistent with the Park City Land Management Code and applicable State law regarding Condominium Record of Surveys.
3. As conditioned, the record of survey plat is consistent with the Deer Valley Resort MPD, 11th amended and restated.
4. Neither the public nor any person will be materially injured by the proposed record of survey.
5. Approval of the record of survey, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the record of survey for compliance with State law, the Land Management Code, and conditions of approval.
2. The applicant will record the record of survey at the County within one (1) year from the date of City Council approval. If recordation has not occurred within one (1) year's time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. All construction requires a Building Permit and approvals from the Building and Planning Departments. No certificate of occupancy for the addition to Unit 501 and Unit 502 shall be issued until this amendment to the condominium record of survey is recorded.
4. All conditions of approval of the Deer Valley Resort 11th Amended and Restated Large Scale MPD and the Red Stag Lodge Condominiums Plat shall continue to apply.
5. Exhibit B of the Deer Valley Resort Large Scale MPD shall be updated to reflect the use of 8.46 residential UEs during the next revision of the MPD.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this _____ day of _____, 2012.

PARK CITY MUNICIPAL CORPORATION

Dana Williams, MAYOR

ATTEST:

Jan Scott, City Recorder

APPROVED AS TO FORM:

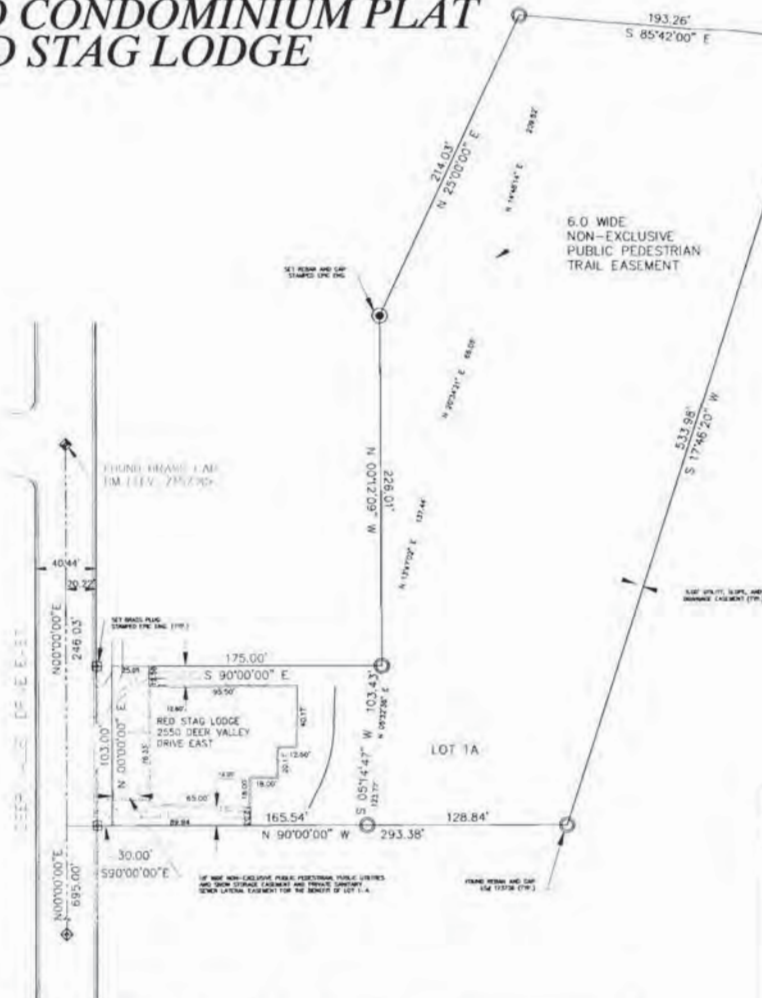
Mark Harrington, City Attorney

Attachment 1 – Proposed Plat

NORTH

SCALE 1"=40'

SCALE 1"=40'



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YIN HONGLI, MAI

2000



LOCATED IN THE SOUTHEAST QUARTER OF
SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE AND MERIDIAN
SURVEYOR'S CERTIFICATE

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5104433 1994 1001 116573M 1001

© 2000 Blackwell Science Ltd *Journal of Internal Medicine* 247: 353–360



BOUNDARY DESCRIPTION

ALL OF LOI TA OF "THE SOUTH CHINA SEA DISPUTE" (REPEAL) BY SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST, T14-16M. ATTACHED TO THE OFFICIAL PLAN NUMBER ON L1 AND EXHIBIT A. THERE NO AVOIDS IN THE ANNUAL EVIDENCE RECORDING, CHIT.

OWNERS CONSENT TO RECORD

[illegible]

818-83, 1994, 832-833.

RED LAGO FISHING, INC.,
A TRUST LIMITED LIABILITY COMPANY

TEL: _____
NAME: _____

ACKNOWLEDGMENT

WITNESSES TO THE FOREGOING:

STATE OF TEXAS
COUNTY OF _____
ON THIS _____ DAY OF _____, 20____,
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN
AND FOR SAID COUNTY OF SAID STATE OF TEXAS,
THE SIGNERS OF THE ABOVE CAPTIONED INSTRUMENT, WHOSE
ACKNOWLEDGMENT TO ME THAT THEY WERE OF FULLY AND VOLUNTARILY
AND OF THE LEGALITY OF THE SAME.

2017-2018

RECORDED

FILED IN BOOK _____ COUNTY OF SUMMIT, UTAH
ON _____ DAY OF _____ 19____
AT THE REQUEST OF _____

SEP 10 2012

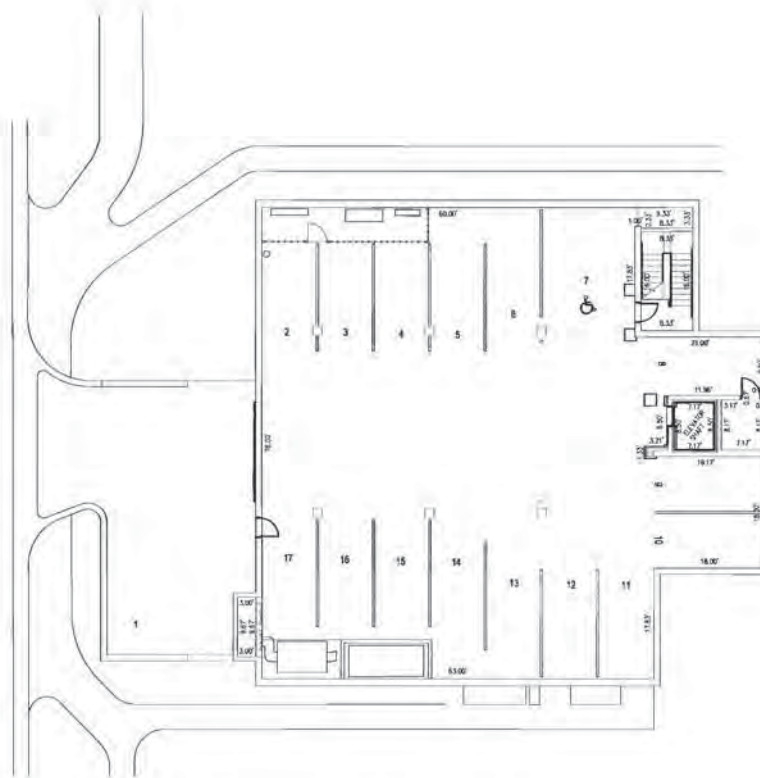
DATE	NAME	ADDRESS	PHONE
11-1-55	JOHN J. COUGHLIN		

RED STAG LODGE

ALL OF LOT 1A OF THE HIGH CHAPARRAL SUBDIVISION LOCATED IN THE SOUTHEAST
QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST, S.1.B.M.
PARK CITY, SUMMIT COUNTY, UTAH

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SHEET 1 of 10	

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SCALE 1"=10'

UNIT AREA CALCULATIONS	
UNIT 101	1,014 SQFT
UNIT 102	1,330 SQFT
UNIT 201	1,363 SQFT
UNIT 202	1,436 SQFT
UNIT 301	1,399 SQFT
UNIT 302	1,471 SQFT
UNIT 401	1,940 SQFT
UNIT 401 LOFT	507 SQFT
UNIT 402	1,498 SQFT
UNIT 403	1,193 SQFT
UNIT 501	1,500 SQFT
UNIT 501 LOFT	458 SQFT
UNIT 502	1,196 SQFT
UNIT 502 LOFT	624 SQFT
TOTAL	16,926 SQFT
EXTRA	74 SQFT
ALLOWED	17,000 SQFT

SEP 10 2012

LEGEND

COMMON AREAS AND FACILITIES



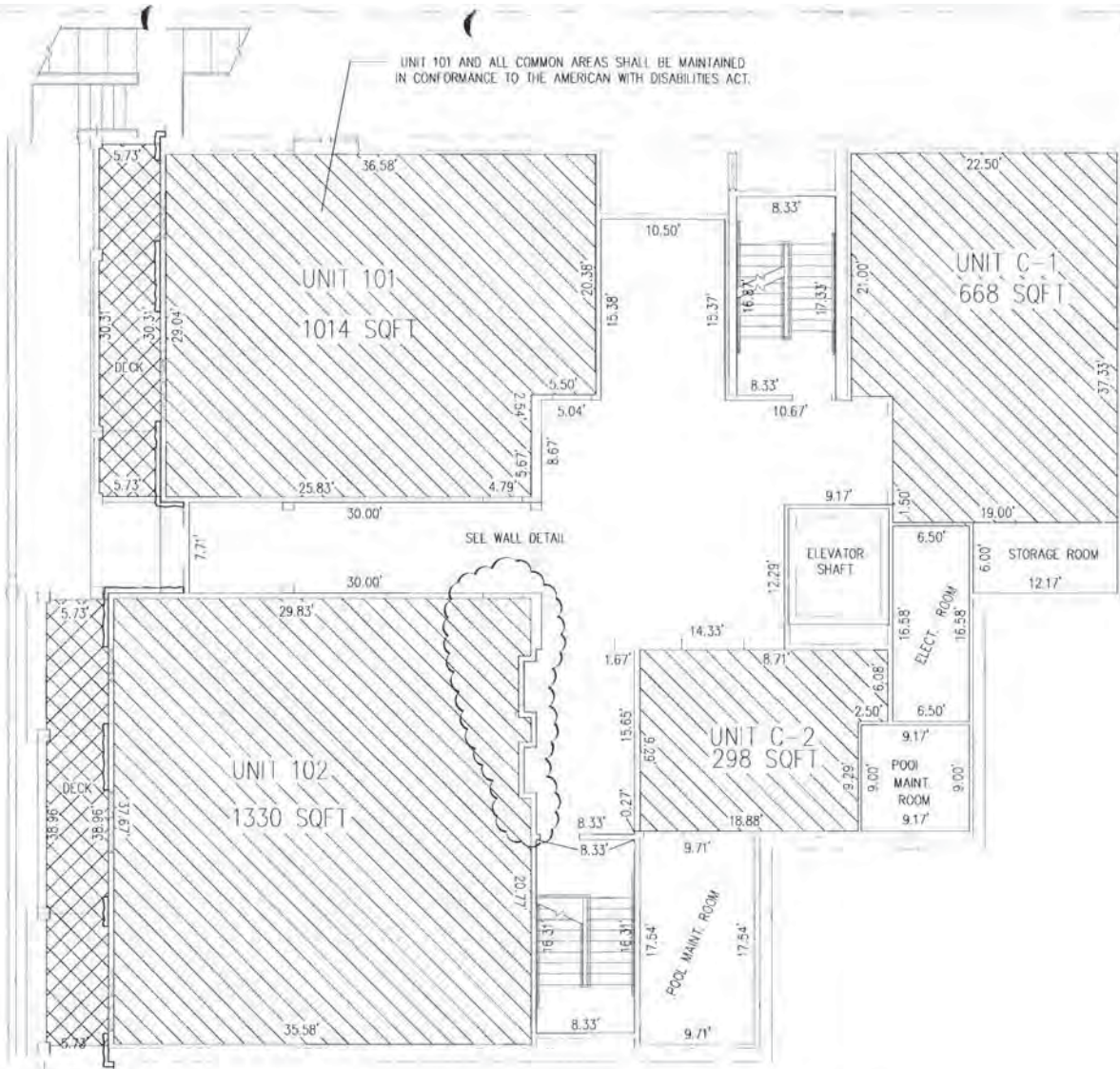
FOR CLARITY, PLEASE SEE THE
NOTES AND SPECIFICATIONS
FOR THIS PROJECT.

THIS PLAN IS NOT TO BE USED
FOR ANY OTHER PROJECTS
WITHOUT THE WRITTEN
CONSENT OF THE ARCHITECT.

RED STAG LODGE

PARKING GARAGE LEVEL

DESIGNER AH	CAD AP
REVIEWED TEJ	PROJECT NO. 06-SM-510
SHEET 2	OF 10



UNIT 101 AND ALL COMMON AREAS SHALL BE MAINTAINED
IN CONFORMANCE TO THE AMERICAN WITH DISABILITIES ACT.

UNIT 101
1014 SQFT

UNIT C-1
668 SQFT

UNIT 102
1330 SQFT

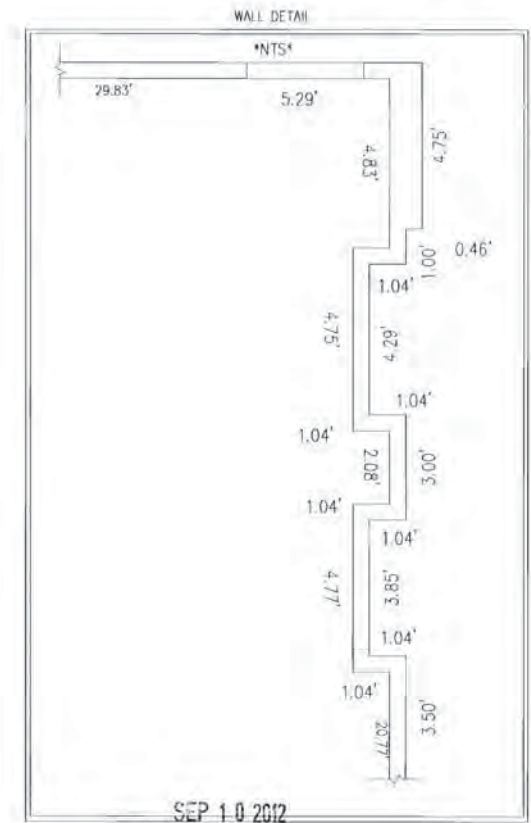
UNIT C-2
298 SQFT

POOL MAINT. ROOM

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RED STAG LODGE

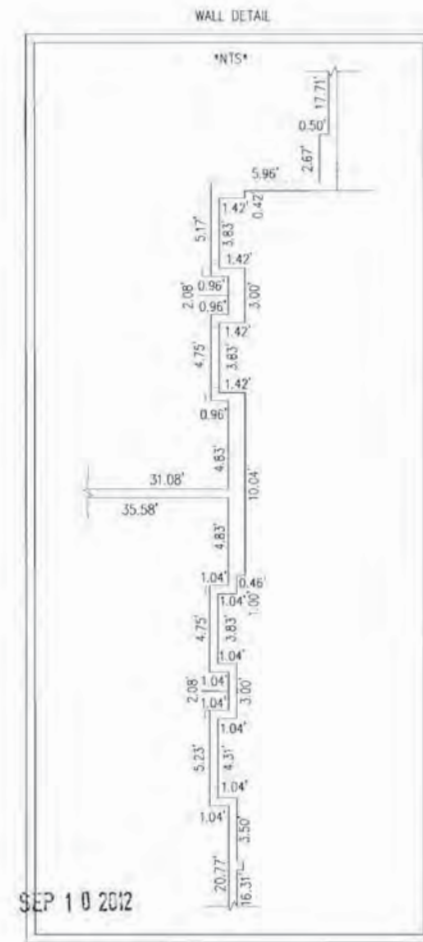
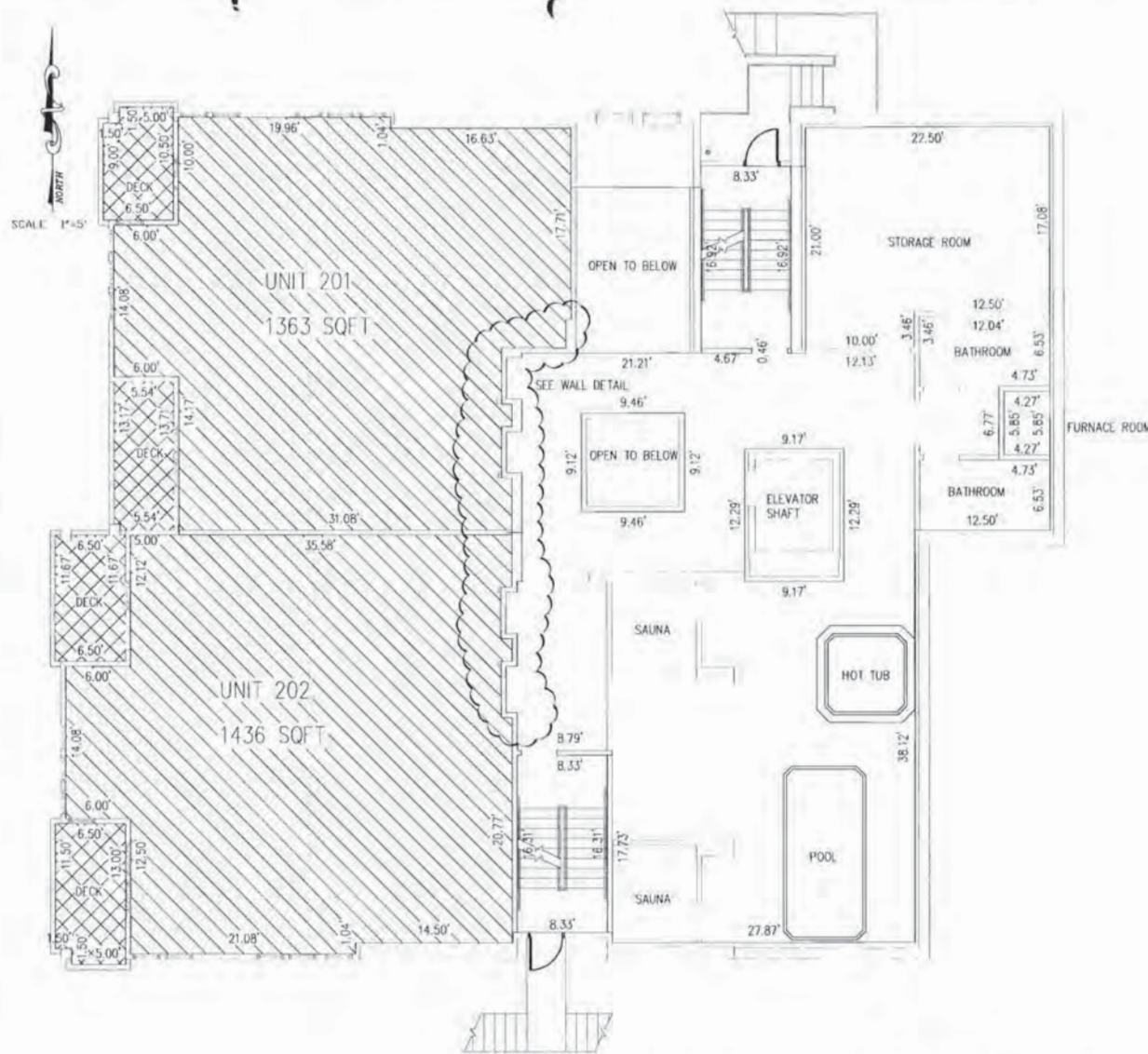
FLOOR PLAN LEVEL 1



SEP 10 2012

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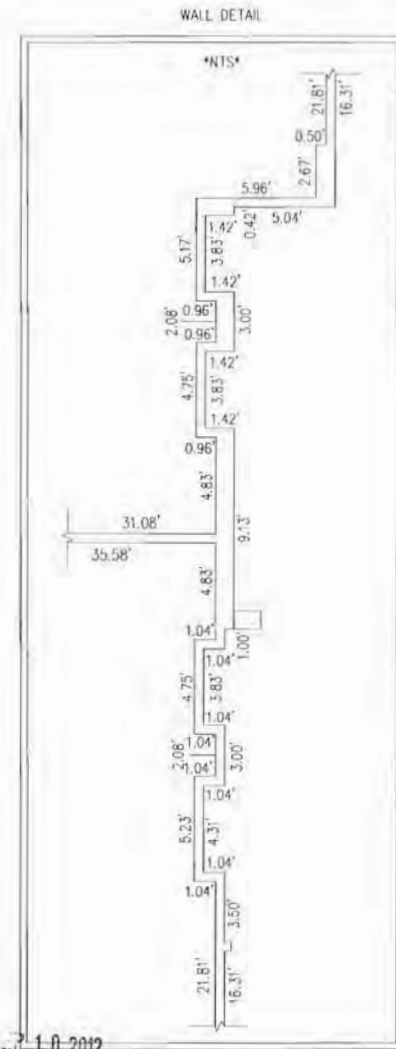
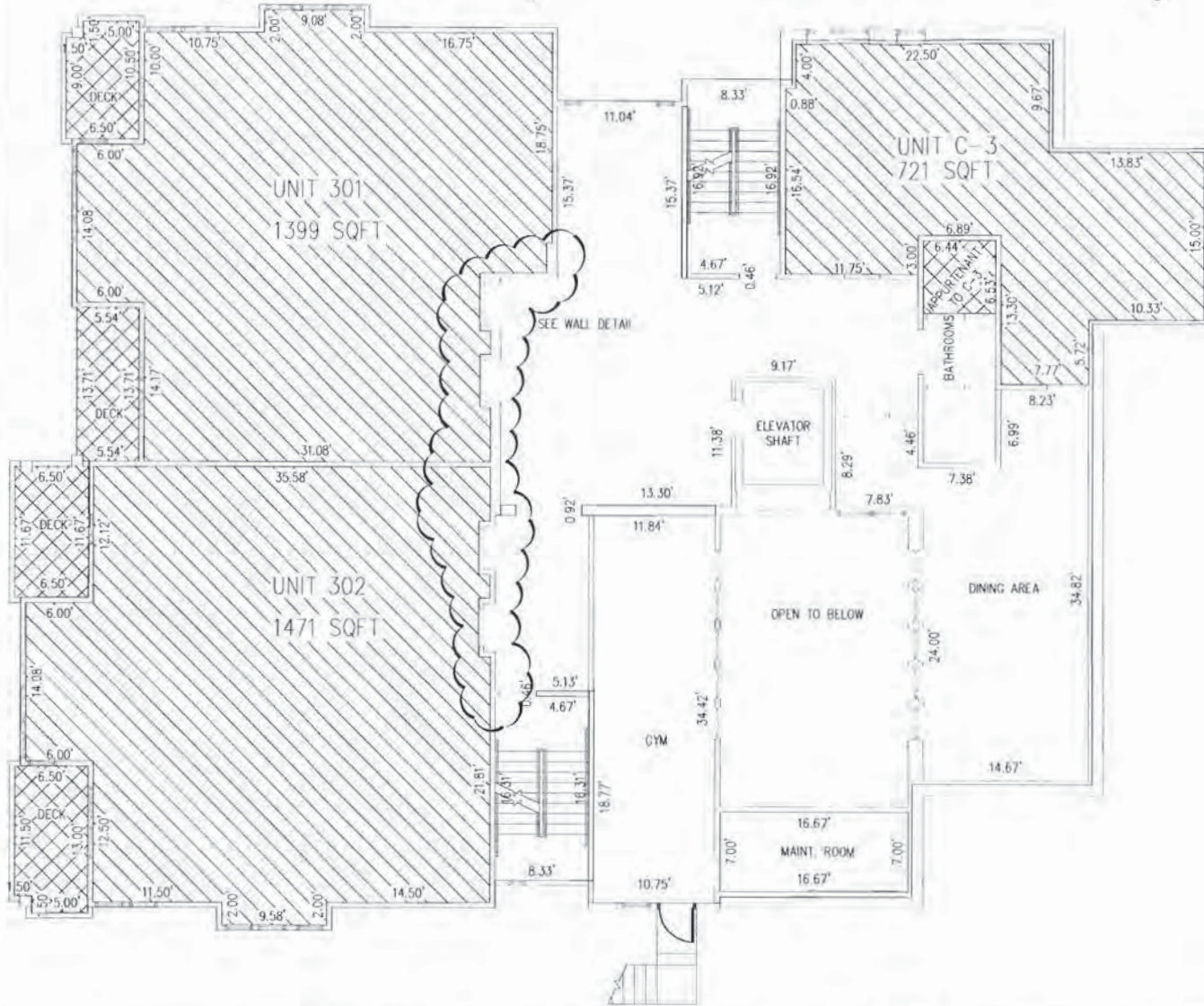
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RED STAG LODGE

FLOOR PLAN LEVEL 2

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	4 of 10

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ALL DIMENSIONS IN FEET
 *IF DIMENSIONS DO NOT ADD UP TO TOTAL
 DIMENSION, SEE NOTE

RED STAG LODGE

FLOOR PLAN LEVEL 3

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100% DESIGN BUILD

RED STAG LODGE

FLOOR PLAN LEVEL 4

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SHEET	6	OF	10



SEP 10 2012

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	COMMON AREAS AND FACILITIES



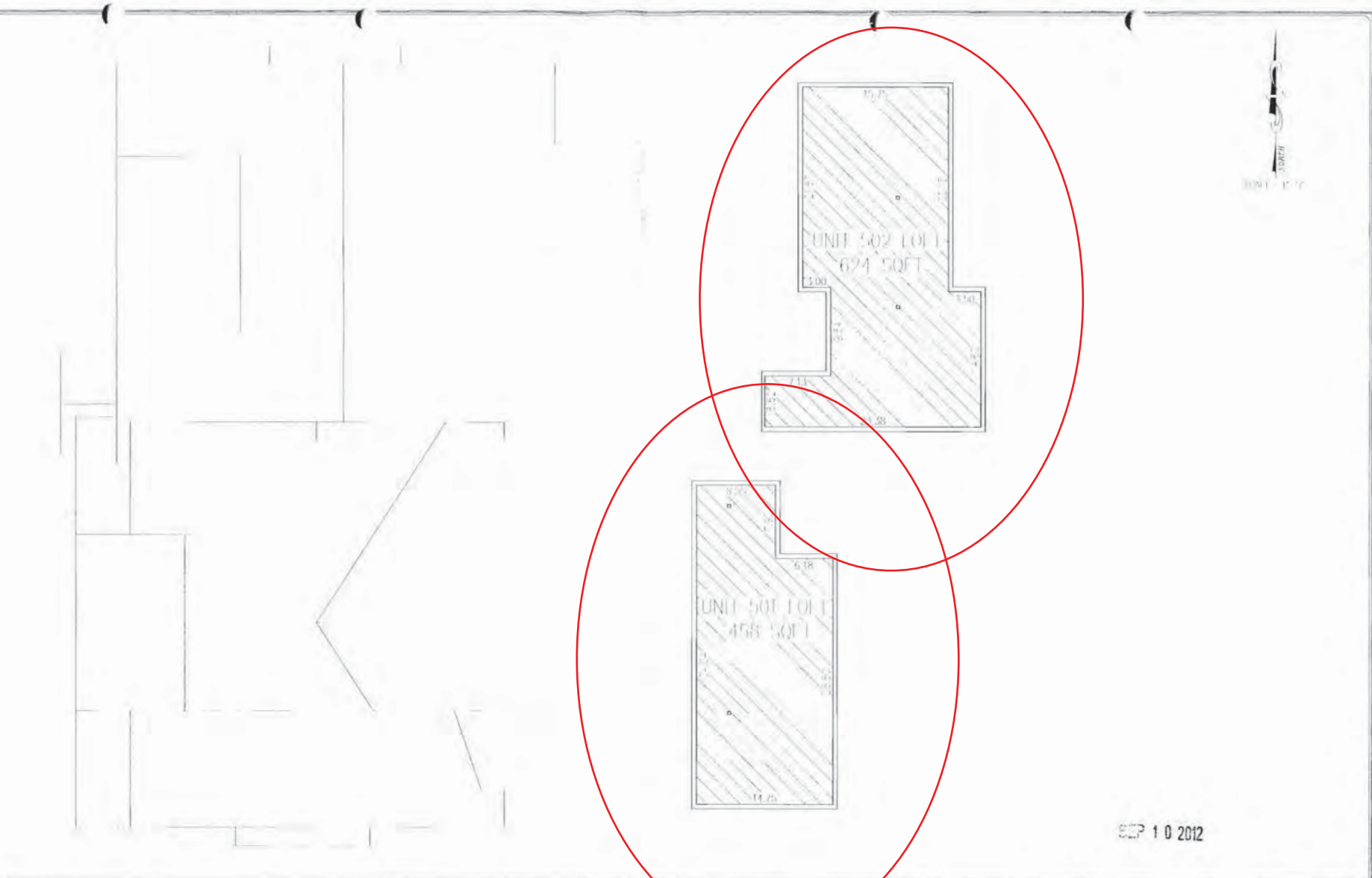
3341 SOUTH 4000 WEST
WEST VALLEY CITY, UTAH 84128
(801) 955-5928

50 EAST 100 SOUTH
HEBER CITY, UTAH 84032
(435) 854-6800

RED STAG LODGE

FLOOR PLAN LEVEL 5

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SHEET	
7	OF 10



SEP 10 2012



3341 SOUTH 4000 WEST
WEST VALLEY CITY, UTAH 84119
(801) 965-1177

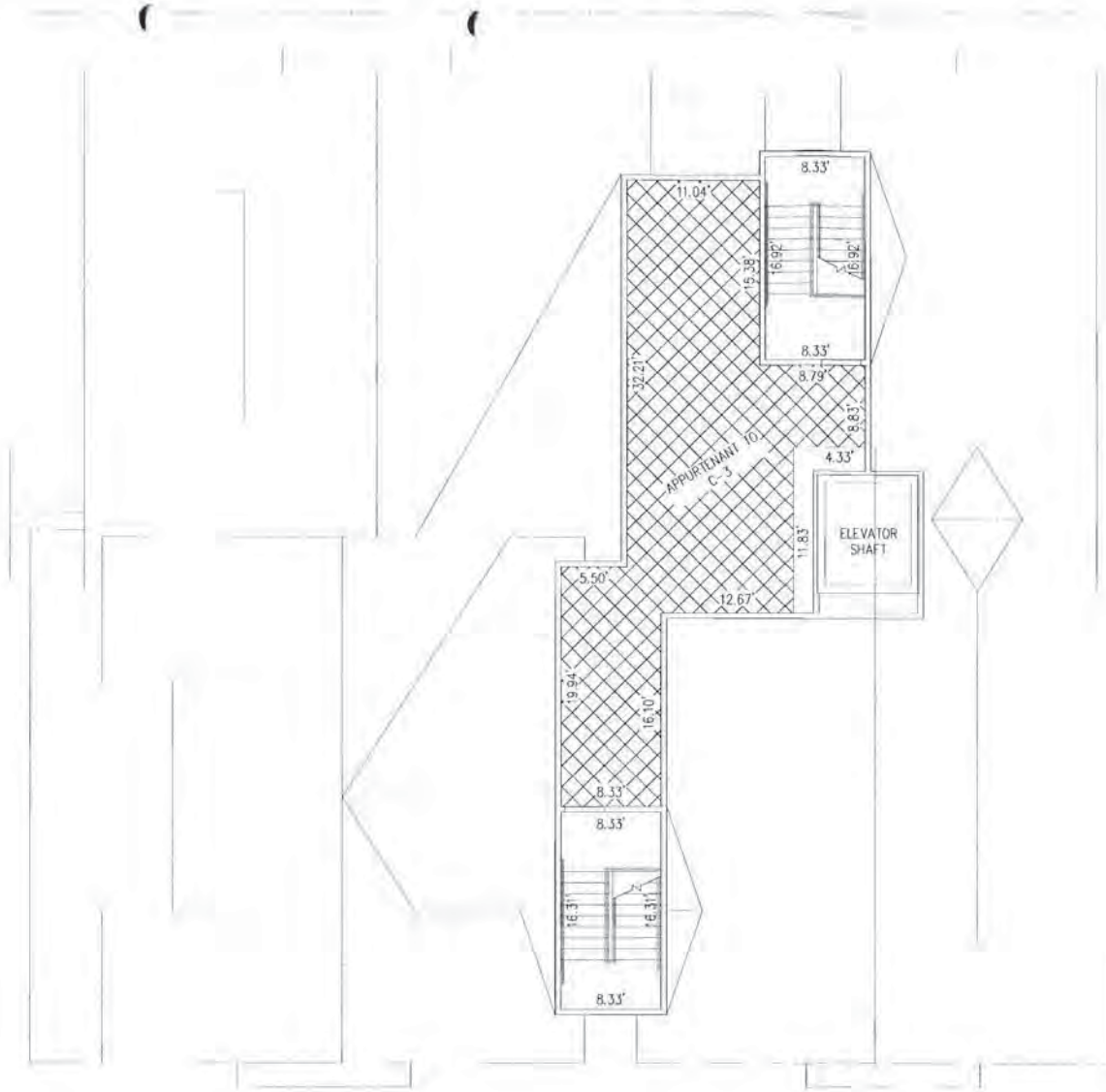
50 EAST 100 SOUTH
HEBER CITY, UTAH 84132
(435) 854-8000

RED STAG LODGE

FLOOR PLAN LEVEL 5 LOFT

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SCALE 1"=5'

SEP 10 2012

COMMON AREAS AND FACILITIES LIMITED COMMON AREAS AND FACILITIES		epic 10000000 0000 0000 10000000 0000 0000 10000000 0000 0000 100 0000 0000 0000 10000000 0000 0000 10000000 0000 0000	RED STAG LODGE FLOOR PLAN LEVEL 6 (ROOF)	<table border="1"> <tr> <td>DESIGNER DKJR</td> <td>CAD JCR</td> </tr> <tr> <td>REVIEWED TEJ</td> <td>PROJECT NO 06-SM-510</td> </tr> <tr> <td colspan="2">SHEET 9 of 10</td> </tr> </table>	DESIGNER DKJR	CAD JCR	REVIEWED TEJ	PROJECT NO 06-SM-510	SHEET 9 of 10	
DESIGNER DKJR	CAD JCR									
REVIEWED TEJ	PROJECT NO 06-SM-510									
SHEET 9 of 10										

N:\PROJECTS\2006-2011\2006-2011-RED STAG LODGE\DWG\2011-RED STAG LODGE.dwg PLOT DATE: 8/7/2012 10:43 AM MST



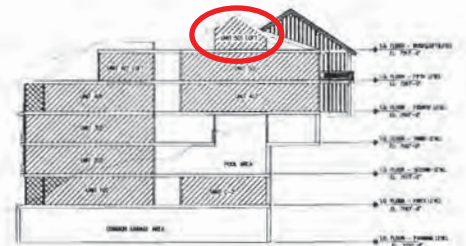
SOUTH SIDE ELEVATION



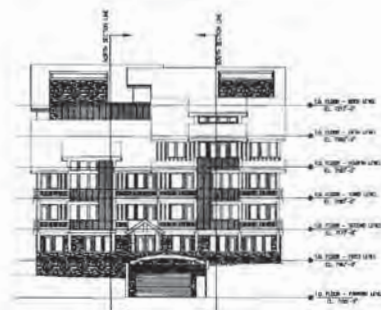
EAST SIDE ELEVATION



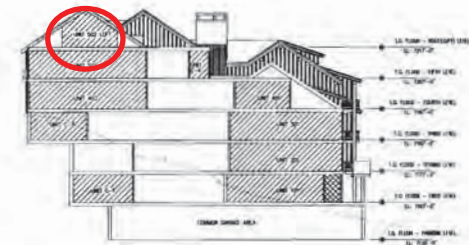
NORTH SIDE ELEVATION



SOUTH SIDE SECTION



WEST SIDE ELEVATION



NORTH SIDE SECTION

SEP 10 2012



14400 144th Ave. N.E.
 #1000
 Redmond, WA 98073
 (206) 881-1111
 (206) 881-1112
 (206) 881-1113

RED STAG LODGE

ELEVATION AND SECTION VIEWS

DESIGNER	CAD
APR	APR
REVIEWED	PROJECT NO.
TEW	06-SM-510
SHEET	
	10 of 10

Exhibit B – Deer Valley MPD Density Table

DEER VALLEY RESORT ELEVENTH AMENDED AND RESTATED LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT EXHIBIT 1 DEVELOPMENT PARCELS

PARCEL NAME	PERMITTED DENSITY (UNITS)	DEVELOPED DENSITY (UNITS)	NOTES	HEIGHT (FEET)	PARCEL SIZE (ACRES)
DEER VALLEY COMMUNITY					
Stonebridge & Boulder Creek Multi-Family	50	54	1	28	10.23
Aspenwood Multi-Family	30	30		28	9.21
Pine Inn & Trails End Multi-Family	40	45	1	35	8.52
In The Trees (South Multi-Family) Multi-Family	14	14		28-45	2.87
Black Diamond Lodge (Snow Park Lodge Multi-Family)	29	27		28-75	5.70
Courcheval Multi-Family	13.5	27	1	35	1.82
Daystar Multi-Family	24	24		28	9.84
Fawngrove Multi-Family	50	50		28	12.05
Chateaux Fawngrove Multi-Family	10.5	11	2	28	Incl
Bristlecone Multi-Family	20	20		28	Incl
Lakeside Multi-Family	60	60		28	6.49
Solamere Single Family (includes Oaks, Royal Oaks & Hidden Oaks)	274	274		28	237.61
Pinnacle Multi-Family	86	86		28	36.80
Comstock Lodge (East Bench Multi-Family)	10.5	21	1	35	3.50
Red Stag Lodge	8.5	11	1	35	Incl
Powder Run Multi-Family	25	33	1	35	3.20
Wildflower (Deer Valley North Lot 1 Multi-Family)	11	14	1	28	1.04
Glenfiddich (Deer Valley North Lot 2 Multi-Family)	12	12		28	1.45
Chapparal (Deer Valley North Lot 3 Multi-Family)	15	20	1	28	1.44
Northeast Multi-Family					12.65
Lodges @ Deer Valley	73.25	85	3	28-35	
Silver Baron Lodge	42.75	50	12	28-35	
Snow Park Village (Snow Park Hotel & Parking Sites)	209.75	0	4	28-45	14.93
Total Deer Valley Community	1108.75				
AMERICAN FLAG COMMUNITY					
American Flag Single Family	93	93		28	83.04
LaMaconnerie Multi-Family	15	15		28	6.19
Total American Flag Community	108				
NORTH SILVER LAKE COMMUNITY					
Westview Single Family	15	1		28	40.69
Evergreen Single Family	36	36		28	27.60
NSL Homesite Parcel #1	1	1		35	1.90
Bellelre Single Family	10	10		28	11.42
Bellevue Townhomes (NSL Subdivision Lot 1)	24	14	10	28	4.62
Bellemont Townhomes (NSL Subdivision Lots 2A and 2A-1)	18	12	10	28	3.75
NSL Subdivision Lot 2B	54	0		45	5.96
BelleArbor Townhomes (NSL Subdivision Lot 2C)	43	21	10	28-35	8.25
NSL Subdivision Lot 2D Open Space Lot	0	0	5	0	4.03
Total North Silver Lake Community	201				
SILVER LAKE COMMUNITY					
Stag Lodge Multi-Family	50	52	6	28-35	7.34
Cache Multi-Family	12	12		28	1.77
Sterlingwood Multi-Family	18	18		28-35	2.48
Deer Valley Club	20	30	1	28-45	1.53
Double Eagle (SL East Parcel 2 Multi-Family)	18	18		28-35	2.26
Stein Eriksen Lodge Multi-Family	66.75	65	11	28-35	10.86
Little Belle Multi-Family	20	20		28	3.66
Chateaux At Silver Lake Lot 23 Deer Valley Club Estates Subdivision)	65	75	1	28-45	3.24
Sterling Lodge (Lot 2 Silver Lake East Subdivision)	14	14		28-45	0.61
Royal Plaza Multi-Family (Silver Lake Village Lot A)	7.6215	13	1	59 (A)	0.48
Mt. Cervin Plaza Multi-Family (Silver Lake Village Lot B)	7.5	7		59 (A)	0.54
Inn at Silver Lake (Silver Lake Village Lot C)	10	8		59 (A)	0.50
Goldener Hirsch Inn (Silver Lake Village Lot D)	6	20	1	59 (A)	0.35
Mt Cervin Multi-Family (Silver Lake Village Lot E)	16	15		59 (A)	0.53
Silver Lake Village Lot F	11	0		59 (A)	0.35
Silver Lake Village Lot G	11	0		59 (A)	0.38
Silver Lake Village Lot H	12	0		59 (A)	0.44
SL Knoll Condominiums	4	4		35	0.76
Knoll Estates Single Family	21	21		35	9.90
Black Bear Lodge (Lot 22 Deer Valley Club Estates Subdivision)	51	51		35	1.39
Knollheim Single Family	20	5	7	35	1.84
Alpen Rose Single Family	2	2		35	0.66
Silverbird Multi-Family	6	6		35	0.80
Ridge Multi-Family	24	24		35	2.34
Enclave Multi-Family	17	17		28-35	1.79
Twin Pines Multi-Family	8	8		28-35	1.33
Cottages Single Family	11	11		28	7.06

Vicinity Map

Exhibit C – Aerial photograph

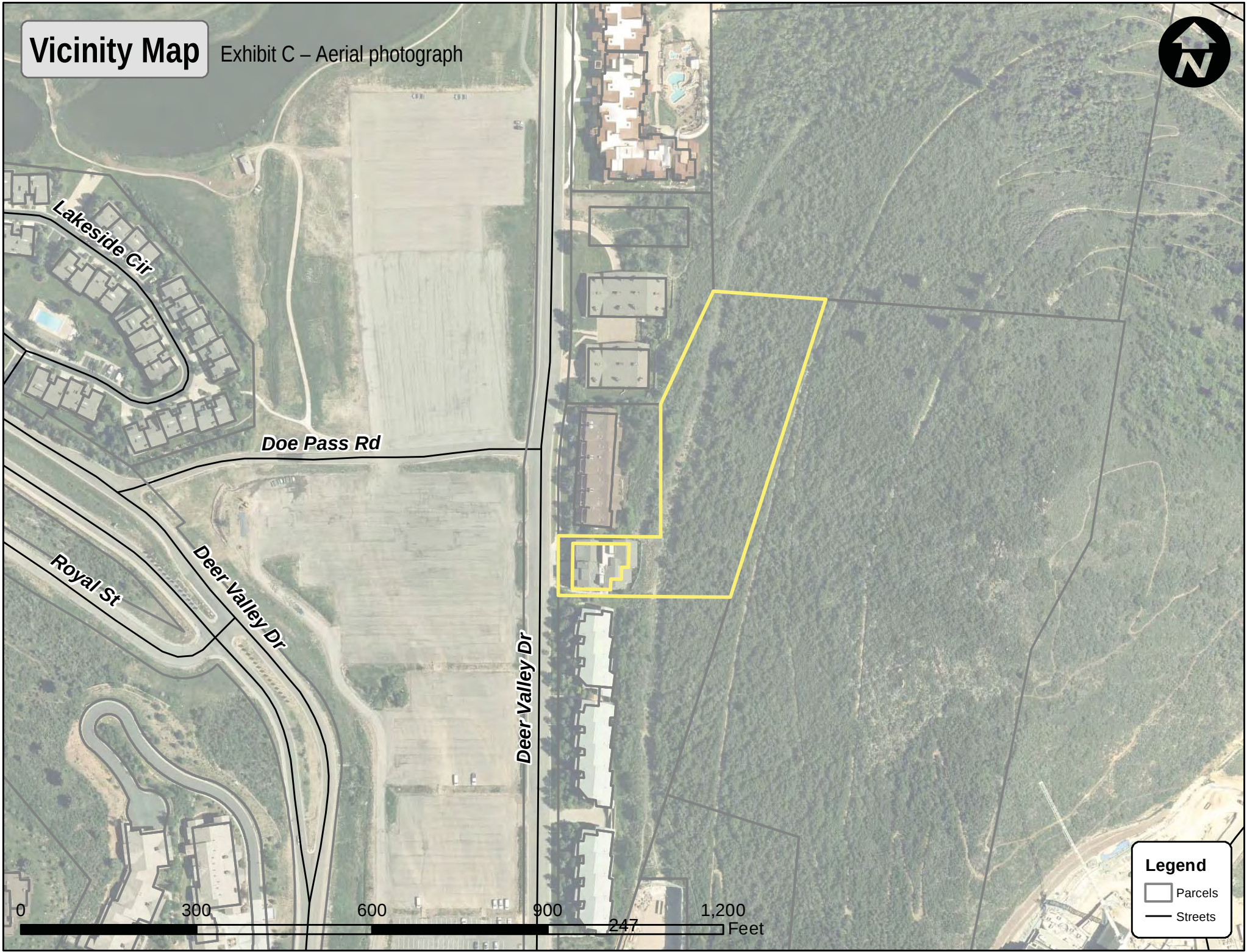


Exhibit D – Site Photograph



Exhibit E – HOA Letter

Tuesday September 25, 2012

Park City Planning Department
445 Marsac Ave.
Park City, Utah 84060

SUBJECT: PLAT AMENDMENT FOR RED STAG LODGE UNIT 501 AND 502

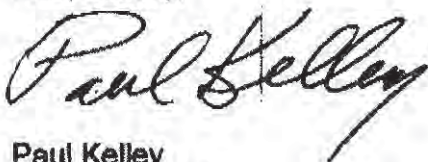
The Red Stag Lodge HOA board has reviewed the Plat Amendment changes for Red Stag Lodge units 501 and 502. The HOA approves of the plat amendment with the additional square footage shown for Unit 501 and 502.

A vote occurred with all of the members of the HOA, and more than 2/3rds of the owners approved of the change. The vote met the requirements as set forth in the CCR's.

The existing space was not shown on the original plat since it did not have stairway access. With the construction of stairs to access the space, this can be included as finished square footage for unit 501 and 502. The proposed changes as shown in the Plat Amendment are acceptable.

Please contact me with any questions or concerns.

Respectfully,

A handwritten signature in black ink, appearing to read "Paul Kelley". The signature is stylized with a large, flowing "P" and "K".

Paul Kelley
HOA President
Red Stag Lodge
(772) 559-8116